

**AGENDA
CITY COUNCIL
JANUARY 15, 2019**

NOTICE:

JANUARY 15, 2019

- 5:30-5:45 P.M. DOWNTOWN COMMITTEE MEETING**
- 5:45-6:00 P.M. PUBLIC WORKS COMMITTEE MEETING**
- 6:00-6:15 P.M. LEGAL & LEGISLATIVE COMMITTEE MEETING**
- 6:15-6:45 P.M. ECONOMIC DEVELOPMENT COMMITTEE MEETING**
- 6:45-7:00 P.M. POLICE COMMITTEE MEETING**

**TOWNSHIP MEETING
JANUARY 15, 2019**

- 1. PRAYER-**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. TOWNBOARD MINUTES-JANUARY 2, 2019**
- 5. PRESENTATION OF COMMUNICATIONS:**
- 6. FINANCE: PAUL JACKSTADT, CHAIRMAN**
 - A. BILL LIST JANUARY 15, 2019**

**CITY COUNCIL MEETING
JANUARY 15, 2019**

- 1. ROLL CALL**
- 2. CITY COUNCIL MINUTES- JANUARY 2, 2019**
- 3. PRESENTATION OF COMMUNICATION**
- 4. REMARKS BY MAYOR**
- 5. REPORT OF STANDING COMMITTEES:**

DOWNTOWN: NIKKI PETRILLO, CHAIRMAN (CITY HALL & BUILDINGS)

- A. AN ORDINANCE TO DECLARE THE PROPERTY COMMONLY KNOWN AS THE DOWNTOWN YMCA, AS SURPLUS AND TO AUTHORIZE SALE OF AN OPTION TO PURCHASE.**

PLANNING/ZONING, ANNEXATIONS, ENGINEERING AND INSPECTIONS: DAN MCDOWELL, CHAIRMAN

- A. BUILDING & ZONING YEARLY REPORT FOR JANUARY-DECEMBER 2018.**
- B. BUILDING & ZONING MONTHLY REPORT FOR DECEMBER 2018.**
- C. A RESOLUTION PROVIDING FOR THE DEMOLITION OR REPAIR OF A DANGEROUS AND UNSAFE BUILDING AT 2925 W 20TH ST.**

LEGAL AND LEGISLATIVE: BOB PICKERELL, CHAIRMAN (CABLE TV, ORDINANCE)

- A.**

PUBLIC WORKS: DON THOMPSON, CHAIRMAN: (STREET AND ALLEY-SANITATION-INSPECTION-TRAFFIC & LIGHTS)

- A. QUALIFICATION OF CANDIDATE ENGINEERING FIRMS-JOHNSON ROAD AND FEHLING ROAD-PHASE TWO.**

POLICE COMMITTEE: TIM ELLIOTT, CHAIRMAN

- A. AN ORDINANCE TO APPROVE AN AMENDMENT TO AGREEMENT FOR RED LIGHT CAMERA SERVICES IN THE CITY OF GRANITE CITY, ILLINOIS.**
- B. A SECOND ORDINANCE TO AMEND ORDINANCE 8717 TO DECLARE SIX POLICE VEHICLES AS SURPLUS AND DISPOSE OF THEM AS SCRAP.**
- C. AN ORDINANCE TO AMEND AN ORDINANCE 8282, CONCERNING REFUND OF ADMINISTRATIVE FEES FOR IMPOUNDED VEHICLES.**

FIRE: WALMER SCHMIDTKE, CHAIRMAN

- A. FIRE DEPARTMENT ACTIVITY REPORT FOR 11/01/2018-11/30/2018 AND 12/1/2018-12/31/2018.**
- B. FIRE DEPARTMENT EMS REPORT 12/1/2018-12/31/2018**

WASTEWATER TREATMENT: BILL DAVIS, CHAIRMAN

- A.**

INSURANCE AND SAFETY: GERALD WILLIAMS, CHAIRMAN
A. PENDING LITIGATION

**ECONOMIC DEVELOPMENT AND NEGOTIATION TIM ELLIOTT,
CHAIRMAN**

- A. A RESOLUTION AUTHORIZING THE MAYOR AND CITY
TREASURER OF THE CITY OF GRANITE CITY,
ILLINOIS TO ENTER INTO A CONTRACT WITH THE
MADISON COUNTY ILLINOIS TAX AGENT A/KA
MADISON COUNTY, AS TRUSTEE FOR THE PURCHASE
OF REAL ESTATE LOCATED AT 1947 DELMAR
AVENUE, GRANITE CITY, ILLINOIS (PIN 22-2-19-24-08-
203-023) FOR THE AMOUNT OF \$784.00.**

FINANCE: PAUL JACKSTADT, CHAIRMAN

- A. TREASURER'S REPORT-DECEMBER 2018**
B. PAYROLL ENDING FOR JANUARY 15, 2019

Report of Officers
Unfinished Business

New Business

ADJOURNMENT

**CITY COUNCIL
MINUTES
JANUARY 2, 2019**

Mayor Ed Hagnauer called the regular meeting to order at 7:05 p.m.

ATTENDANCE ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes, Deputy Clerk Gracey and Mayor Hagnauer were Present. Clerk Whitaker was absent.

Motion by Williams, second by Pickerell to approve the City Council Minutes from December 18, 2018. ALL VOTED YES. Motion Carried.

MOTION By Pickerell, second by Jackstadt to place on file the Legal & Legislative Committee Meeting Minutes from December 18, 2018 and the Closed Minutes from December 18, 2018 stay closed for six months. ALL VOTED YES. Motion Carried.

MOTION By Thompson, second by Davis to approve the Memo-Juneau-amended 2016 MFT-Maintenance expenditure statement to approve as read.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. **ALL VOTED YES. Motion Carried.**

MOTION By Thompson, second by Williams to approve the Memo-Juneau-2017 MFT-Maintenance to approve as read.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. **ALL VOTED YES. Motion Carried.**

MOTION By Thompson, second by Petrillo to approve a Memo-Juneau-2019 Motor Fuel Tax (MFT)-Maintenance estimate revised to approve as read.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. **ALL VOTED YES. Motion Carried.**

MOTION By Thompson, second by Davis to send back to committee an Ordinance establishing an handicapped parking space for two years at 2714 Cayuga Street, within the City of Granite City, Illinois. ALL VOTED YES. Motion Carried.

MOTION By Thompson, second by Elliot to send back to committee for an Ordinance to approve an amendment to the agreement for the Red Light Camera Services in the City of Granite City, Illinois. ALL VOTED YES. Motion Carried.

MOTION By Thompson, second Jackstadt to place on file the Public Works Committee Meeting Minutes from December 18, 2018. ALL VOTED YES. Motion Carried.

MOTION By Elliott, second by Davis to place on file the Police Committee Minutes from December 18, 2018. ALL VOTED YES. Motion Carried.

MOTION By Williams, second by Pickerell to place on file the Insurance & Safety Committee Meeting Minutes from December 18, 2018 and the Closed Minutes from December 18, 2018 stay closed for six months. ALL VOTED YES. Motion Carried.

MOTION By Williams, second by Petrillo to approve a Resolution to indemnify a former employee.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. ALL VOTED YES. Motion Carried.

MOTION By Elliott, second by Petrillo to approve a Resolution to transfer the vacant lot commonly known as 2701 Marshall Avenue, Granite City, Illinois 62040 under Mow to Own Program.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. ALL VOTED YES. Motion Carried.

MOTION By Elliott, second by Williams to approve a Resolution to waive and release liens on 1748 Poplar.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. ALL VOTED YES. Motion Carried.

MOTION By Elliott, second by Petrillo to place on file the Economic Development Committee Minutes for December 18, 2018. ALL VOTED YES. Motion Carried.

MOTION By Jackstadt, second McDowell to place on file the Bill list in the amount of \$1,677,994.21 for the month of December 2018.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. ALL VOTED YES. Motion Carried.

MOTION By Jackstadt, second by Mathes to place on file the Payroll for the period ending 12/31/2018 in the amount of \$737,122.03.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. ALL VOTED YES. Motion Carried.

MOTION By Jackstadt, second by Elliott to place on file the Finance Committee Meeting Minutes for December 18, 2018. ALL VOTED YES. Motion Carried.

MOTION By Davis, second by Jackstadt to approve the Bid from JWC Environmental for the Waste Water Treatment Plant.

ROLL CALL: McDowell, Davis, Thompson, Schmidtke, Jackstadt, Williams, Petrillo, Pickerell, Elliott, Mathes. ALL VOTED YES. Motion Carried.

MOTION By Thompson, second Davis to adjourn the City Council Meeting. ALL VOTED YES. Motion Carried.

MEETING ADJOURNED.

**ATTEST
JUDY WHITAKER
CITY CLERK**

ORDINANCE NO. _____

AN ORDINANCE TO DECLARE THE PROPERTY COMMONLY KNOWN AS THE DOWNTOWN YMCA, AS SURPLUS AND TO AUTHORIZE SALE OF AN OPTION TO PURCHASE.

Whereas, the City of Granite City is a home rule unit pursuant to Article 7, Section 6, of the Illinois State Constitution of 1970;

Whereas, Granite City Municipal Code sec. 2.04.090 (A) and (C) ordinarily call for publication and solicitation of bids before sale of surplus real estate, but that the publication and time requirements may be waived by the vote of three-quarters of the members of the City Council then holding office;

Whereas, 65 ILCS 5/11-76-2 states a municipality may accept the high bid or any other bid determined to be in the best interest of the city by a vote of three-quarters of the corporate authorities then holding office;

Whereas, the City of Granite City acquired title to the real estate commonly known as the Downtown YMCA, more fully described on the attached, in approximately 2006;

Whereas, since purchasing the property, the City has devoted public funds to the maintenance, insurance, repair, and improvement, of the Downtown YMCA property;

Whereas, the YMCA property has been generally vacant for many years, including all the years the City has owned said property;

Whereas, the City of Granite City in the last twelve years has solicited and received many bids and proposals, formal and informal, for renovation, purchase and sale, and development, of the Downtown YMCA property, to date none of which were adequately funded or capitalized;

Whereas, 65 ILCS 5/11-76-1, 65 ILCS 5 /11-76-4.1 and 65 ILCS 5/11-76-4.2, allow Municipalities by Ordinance to sell, transfer, or dispose, of surplus property;

Whereas, the Granite City City Council finds keeping the Downtown YMCA property is no longer necessary, appropriate, required for use of, profitable to, or for the best interests of the City of Granite City;

Whereas, Technical Assistance Corporation of St. Louis, Missouri, proposes to enter into the attached option agreement toward purchase of the Downtown YMCA property, with the City of Granite City.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND DECREED BY THE CITY COUNCIL OF THE CITY OF GRANITE CITY, IN THE COUNTY OF MADISON AND IN THE STATE OF ILLINOIS, AS FOLLOWS.

1. Maintaining ownership and possession of the property commonly known as the Downtown YMCA, more fully described in the attached, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of, the City of Granite City;
2. The Downtown YMCA property is hereby declared surplus, as the term is used in 65 ILCS 5/11-76-1 through 65 ILCS 5/11-76-4.
3. The Office of the Mayor, with the assistance of the Offices of the Comptroller and of the City Attorney, is hereby authorized to execute and enter into the attached real estate purchase Option Agreement with Technical Assistance Corporation of St. Louis, Missouri. The Office of the Mayor is further authorized to execute all documents reasonable and necessary to carry out the intent of this Ordinance.

Adopted this 15th day of January, 2019.

Approved by: Mayor Edward Hagnauer

Attested to: City Clerk Judy Whitaker

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (the "Option") is made and entered into by and between The City of Granite City, Illinois, a municipal corporation ("Seller"), and Technical Assistance Corporation, a Missouri nonprofit corporation ("Buyer") as of _____, 2018.

Subject to the terms and conditions of this Option, in consideration of the mutual obligations provided in this Option, the receipt, adequacy and legal sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller agrees to sell to Buyer and Buyer agrees to the option to purchase from Seller all of the real estate listed on Exhibit A—attached hereto and made a part of this Option—and all of the tangible personal property listed on Exhibit B—attached hereto and made a part of this Option—(collectively the "Property") for the price and on the terms provided in this Option. The legal descriptions contained in the title insurance commitments/policies shall govern. The Property shall include all buildings, improvements, fixtures and equipment located in, on, or about the Property except for tangible personal property owned by or otherwise belonging to the Seller and/or any tenant occupying in the Property and shall include all of Seller's right, title and interest in all tenancies (including all security deposits) to which the Property is subject, if applicable.
2. Purchase Price. The purchase price ("Purchase Price") shall be One Dollar and 00/100 cents (\$1.00) and shall be payable by Buyer as follows:
 - a. The amount of _____ Dollars (\$_____) shall be paid to the Title Company in immediately available funds at or before Closing to be disbursed to Seller at Closing subject to closing adjustments as provided in this Option.
3. Title Company. Buyer hereby selects and designates Benchmark Title Company, LLC, 1124 Hartman Lane, Ste. 110, Shiloh, Illinois, 62221 as the Title Company to close this transaction.
4. Condition of Property. The Property is being sold in "as is" condition with no obligation of the Seller to remediate or in any manner correct any alleged defect or deficiency discovered by the Buyer in the course of its due diligence investigations. Seller makes no representations or warranties, express or implied, as to the condition of the Property except those specifically contained in this Option; Seller disclaims any warranties, express or implied, including without limitation, the implied warranty of habitability or fitness for a particular purpose, unless specifically contained in this Option. Except that, prior to the Closing Date as herein defined, the Seller shall remove all items of personal property belonging to the Seller, and any other items of waste and debris, or any other items that are not conveyed to the Buyer as listed on Exhibit B, or which are not fixtures or equipment of the Property.
5. Loss. Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed,

Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either: (a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or (b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned to Buyer, subject to paragraph 2, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

6. Due Diligence Period. The parties to this Option hereby agree to a Buyer's due diligence period ("Due Diligence Period") of one hundred eighty (180) days from the date of this Option during which the Buyer shall—and is hereby authorized by the Seller to—conduct its evaluation of all aspects of the suitability of the Property for the use and purposes intended by the Buyer, and to conduct any other evaluations related to the feasibility of Buyer's proposed uses of the Property. If at any time prior to the expiration of the Due Diligence Period the Buyer determines in its sole discretion that any finding of, or any condition ascertained by the Buyer's work of due diligence renders the Property unsuitable or infeasible for development and/or operation of the Project, it may terminate this Option by delivery of written notice to the Seller, whereupon this Option shall be null and void. Failure of Buyer so to terminate by 180 days from the date of this Option shall constitute waiver by Buyer of its rights to so terminate this Option under this Section 5. Commencing on the date hereof, Buyer and its agents shall perform the Buyer's work of due diligence as follows:

- a. Environmental Inspection/Reporting. Buyer shall, at its sole cost and expense, inspect and examine the Property along with a qualified Environmental Engineer and/or Environmental Abatement Contractor to determine environmental conditions present on or otherwise affecting the Property. Additionally, Buyer may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property;

- b. Development Plan. Buyer shall employ its best efforts during the Due Diligence Period to advance a final development plan for the Property (and any other adjacent or nearby property which the Buyer shall seek to acquire) that is feasible to rehabilitate, construct, and operate. During the Due Diligence Period the Buyer, at its sole cost and expense, shall evaluate all issues related to the Development Plan as follows:
 - i. Land Use/Zoning. Buyer shall investigate all requirements related to land use, zoning, traffic, parking, and any other requirements for which approvals, waivers, or variances may be required by the City of Granite City, the State of Illinois, or any other applicable competent jurisdiction, and shall determine all permits and approvals necessary for the construction and operation on the Property by Buyer set forth in the Development Plan, including but not limited to special use permits, variances or rezoning of or for the Property, Development Plan approval, and building and sign permits;
 - ii. Availability of Development Financing. Buyer shall employ diligent good faith effort to evaluate the availability of project development financing for its Development plan, such financing to include conventional and below-market loans, grants, tax credits, bonds, and any public or private financing instruments as may be available for the financing of Buyer's Development Plan.
- 7. Contingencies. Buyer's obligation to close on its purchase of the Property is subject to the contingencies set forth in this Section 6, and Buyer shall have the right to terminate this Option as set forth herein, upon the failure of any such contingencies.
 - a. Title. Buyer shall have ninety (90) days from the date hereof during which to examine Seller's title to the Property, using for such purposes, among other things, a title insurance commitment covering the Property issued by Title Company. If such title commitment or other credible source shall disclose any exception, defect or limitation of title, Buyer may, prior to expiration of such 90 day period, demand that Seller cure or remove such exception, defect or limitation. Seller shall have thirty (30) days after receipt of such demand in which to cure or remove such exception, defect or limitation. If Buyer fails to make such demand within such 90 day period or if Seller shall affect such a timely cure or removal, the contingency set forth in this Section 6.a. shall be deemed waived. If Seller shall fail to affect such a timely cure or removal, then Buyer shall have ten (10) days after the expiration of such 30 day period during which to terminate this Option by delivery of written notice to Seller, provided, that if Buyer does not so terminate, the contingency set forth in this Section 6.a. shall be deemed waived;
 - b. Appraisal. Buyer shall have ninety (90) days from the date hereof to cause an appraisal of the Property to be performed by a certified real estate appraiser licensed in the state of Illinois. In the event that such appraisal of the Property shall not be for an amount equal to, or greater than the Purchase Price defined herein, the Buyer may, at its sole discretion, terminate this Option by delivery of a written notice to Seller, provided that if Buyer fails so to terminate on or before the expiration of such

90 day period, it shall be deemed to have waived the contingency set forth in this Section 6.b;

- c. Development Financing. Buyer shall have two hundred forty (240) days from the date hereof during which to obtain commitments satisfactory to Buyer in its sole discretion for financing for the purchase of the Property. If at any time prior to the expiration of such period Buyer determines that such financing will not be forthcoming, it may terminate this Option by delivery of written notice to Seller. Failure of Buyer so to terminate pursuant to the preceding sentence shall constitute waiver by Buyer of the contingency set forth in this Section 6.c. Buyer agrees to use its diligent, good faith efforts to obtain such financing. In the event that Buyer has not obtained commitments for development financing by the date that is 240 days from the date hereof, the Seller may in its sole and absolute discretion (i) declare this Option null and void, or (ii) at the request of the Buyer, grant Buyer an extension of time to satisfy this development financing contingency.
8. Hazardous Waste. Seller has no knowledge that there has been production, generation, storage, treatment or disposal of any toxic or hazardous waste or substance of any kind on or near the Property. Seller agrees to indemnify, save and hold Buyer, its successors and assigns, harmless from and against any and all costs, losses, liability, damages, claims and expenses including penalties and reasonable attorney's fees, incurred by the Buyer in connection with or arising out of the production, generation, storage, treatment, disposal or other handling or disposition of any toxic or hazardous waste or substance of any kind on the Property, occurring prior to the date hereof, or subsequent to the date hereof to the extent caused by Seller or its agents. This indemnification obligation shall survive the Closing.
9. Closing. The Closing shall be held at the offices of the Title Company on a date (the "Closing Date") designated in a written notice delivered to Seller by Buyer no later than ten (10) days after the date on which the last contingency set forth in Section 6, above, is waived or is deemed waived; provided, that if Buyer fails to deliver such notice within such period, then the Closing shall occur on the last business day of _____, 20__ at the offices of the Title Company. At the Closing, (a) Seller shall execute and deliver to Buyer a general warranty deed in recordable form conveying good and marketable fee simple title to the Property free and clear of all liens, leases, encumbrances, easements, restrictions and conditions except as may be approved or deemed waived by Buyer as herein provided and taxes for the current year; and (b) Buyer shall pay the Purchase Price as provided in Section 2 of this Option. At Buyer's election, the legal description of the Property used in the deed shall be prepared in accordance with the survey obtained by Buyer. At Closing, Seller shall furnish and execute all affidavits and other documents required by Title Company for the issuance of an ALTA owner's title insurance policy in the amount of the Purchase Price without exception except for any exception approved by Buyer and otherwise in form and substance acceptable to Buyer. Vacant possession of the Property shall be delivered to Buyer at closing.
10. Costs. Seller will be responsible for the following costs: Seller's attorney's fees; one-half of the Title Company's closing and settlement charges, including those for preparation of the warranty deed; and any transfer tax, conveyance tax or documentary tax stamps required

for recording such deed. Buyer will be responsible for one half of the Title Company's closing costs and settlement charges; the expense of recording the deed (other than taxes); the search fee and title insurance premium; and its attorney's fees.

11. Prorations. Taxes for the current year, utilities, water charges, and sewer rents, if any, shall be prorated as of the date of Closing ("Closing Date"). Back taxes, if any, and any special assessments shall be paid by Seller.
12. Default. If Seller fails or refuses to comply with this Option, Buyer shall have the right to cancel this Option. In the event Buyer fails or refuses to comply with this Option, Seller shall have the right to terminate this Option, retaining the Earnest Money as liquidated damages.
13. Notice. Any notice to Buyer or Seller hereunder shall be sent to the following applicable address, in each case by personal delivery or by nationally recognized overnight courier service, or if mailed, by registered or certified mail, and shall be deemed to have been given when received or upon refusal to accept delivery:

If to Buyer: President
Technical Assistance Corporation
1627 Washington Avenue
St. Louis, MO 63103

If to Seller: Mayor
City of Granite City, Illinois
2000 Edison Ave.
Granite City, IL 62040

14. Condemnation. Seller warrants that it has no knowledge of nor has received any notification from any governmental agency or other institution concerning any pending public improvement or of the proposed exercise of, or offer to purchase under, the power of eminent domain relative to any part of the Property or requiring any alteration or other work thereon that has not been satisfactorily made, which warranty shall survive the delivery of the deed hereunder. If prior to Closing all or any part of the Property shall be condemned or otherwise taken through any power or by Option in lieu of same, Buyer shall have the option in its sole discretion to (i) terminate the Option and have the Earnest Money refunded, relieving Buyer and Seller of all duties and/or obligations hereunder, or (ii) proceed under the terms of this Option and require Seller to assign to Buyer all of Seller's interest in and to any such condemnation award. Buyer's election shall be made in writing to Seller at any time within ten (10) days of delivery of Seller's written notice of any such taking to Buyer.
15. Right To Enter Property. During the term of this Option, Buyer and its agents and assigns shall have the right to enter upon the Property at reasonable times to perform the Buyer's work of due diligence, make inspections, surveys, soil tests and other studies thereof, provided Property shall not be unreasonably disturbed.

16. Non-Foreign Seller. The parties agree to comply with the requirements of Section 1445 of the Internal Revenue Code as to dispositions of United States real property interests by “foreign persons” (as defined therein).
17. Successors and Assigns. This Option shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns. At the election of Buyer, the purchase and sale of the Property shall be closed in the name of, and the deed delivered to, Buyer’s nominee or assigns. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
18. Counterparts. This Option may be executed in multiple counterparts, all of which taken together shall constitute one instrument.
19. No Brokers. Both Seller and Buyer represent and warrant to each other that no real estate broker, agent, finder, salesperson or any other person or entity (collectively “Broker”) has been engaged in regard to this transaction, and no compensation is or will be owing to any Broker as a result of the execution of this Option or the closing of this transaction.
20. Special Agreements Between the Buyer and the Seller. None.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Buyer and the Seller have executed this Option as of the date first set forth above.

SELLER:

City of Granite City

Name: _____

Its: Mayor

BUYER:

Technical Assistance Corporation

Name: Stephen Acree

Its: President

Exhibit A
Legal Description

Parcel 1:

Lots 3 and 4 and part of Lot 5 more fully described as follows: Beginning at the Southeasterly corner of said Lot 5; thence Westerly along the Southerly line of said Lot 5, 125 feet to a point, being the Southwesterly corner of said Lot 5; thence Northerly, 30 feet, to a point in the Westerly line of said Lot 5; thence Easterly parallel with the Southerly line of said Lot 5, 125 feet to a point in the Easterly line of said Lot 5; thence Southerly 30 feet to the point of beginning; and the South 1/2 of a 20 foot Alley along said Lots 3 and 4; the Southerly 1/2 of the alley in the rear of Lots 1 and 2, in Block 39; and the Northerly 10 feet of an alley along said Lot 5 (alley vacated by Ordinance No. 465 of the City of Granite City, Illinois); all in the Resubdivision of Block 39 of the Original Plat of Granite City in Plat Book 7, page 80, in Madison County, Illinois.

And subject to the following condition: That the Northwesterly 4 feet of said Lot 3 not be used for any purpose other than a driveway so long as the Board of Trustees of the Niedringhaus Memorial M.E. Church shall own Lot 1 and Lot 2 in Block 39, Granite City in Plat Book 7, page 80, adjoining the above described property.

Parcel 2:

Lot 7 in Block 39 in the Resubdivision of Blocks 38, 39, 48 and 49 Granite City, according to the plat thereof recorded in Plat Book 7, page 80, in Madison County, Illinois.

Parcel 3:

Lots 8 and 9 in Block 39 in a Resubdivision of Block 38, 39, 48 and 49, Granite City, according to the Plat thereof recorded in Plat Book 7, page 80 in the Recorder's Office of Madison County, Illinois.



JAN 07 2019

City of Granite City

Inspection Department 2000 Edison, Ground Floor Granite City, IL 62040 Phone:(618) 452-6218 Fax:(618) 452-6246

YEARLY REPORT TO CITY COUNCIL

BUILDING & ZONING DEPARTMENT

JANUARY-DECEMBER 2018 REPORT

The Building & Zoning Department no longer issues free permits for charities; tax exempt organizations or governing bodies. The number of permits sold will not necessarily reflect the number of inspections required.

JAN-DEC 2018	Permits		
Building Permits	1411	\$	66,722.00
Electrical Permits	1078	\$	57,834.00
Mechanical Permits	609	\$	36,130.00
Plumbing Permits	572	\$	40,348.00
Occupancy Permits	1345	\$	48,425.00
Fence Permits	123	\$	4,360.00
Sewer Permits	77	\$	6,950.00
Razing Permits DEMO	45	\$	627.00
Excavating Permits	51	\$	5,070.00
SIGN Permits	29	\$	5,299.00
HARC	0	\$	-
Planning & Zoning	10	\$	2,481.39
Board of Appeals	8	\$	895.60
Graphic Review	2	\$	574.28
Plan Review	12	\$	1,950.00
Finger Print Processing	312	\$	15,245.00
Short/Over	0	\$	-
Misc. Permits	4	\$	1,100.00
Oversize Load	12	\$	360.00
Flood Zone Cert.	0	\$	-
(Stationary Eng. Renewals)	23	\$	285.00
Cell Tower	0	\$	-
TOTALS	5723	\$	294,656.27

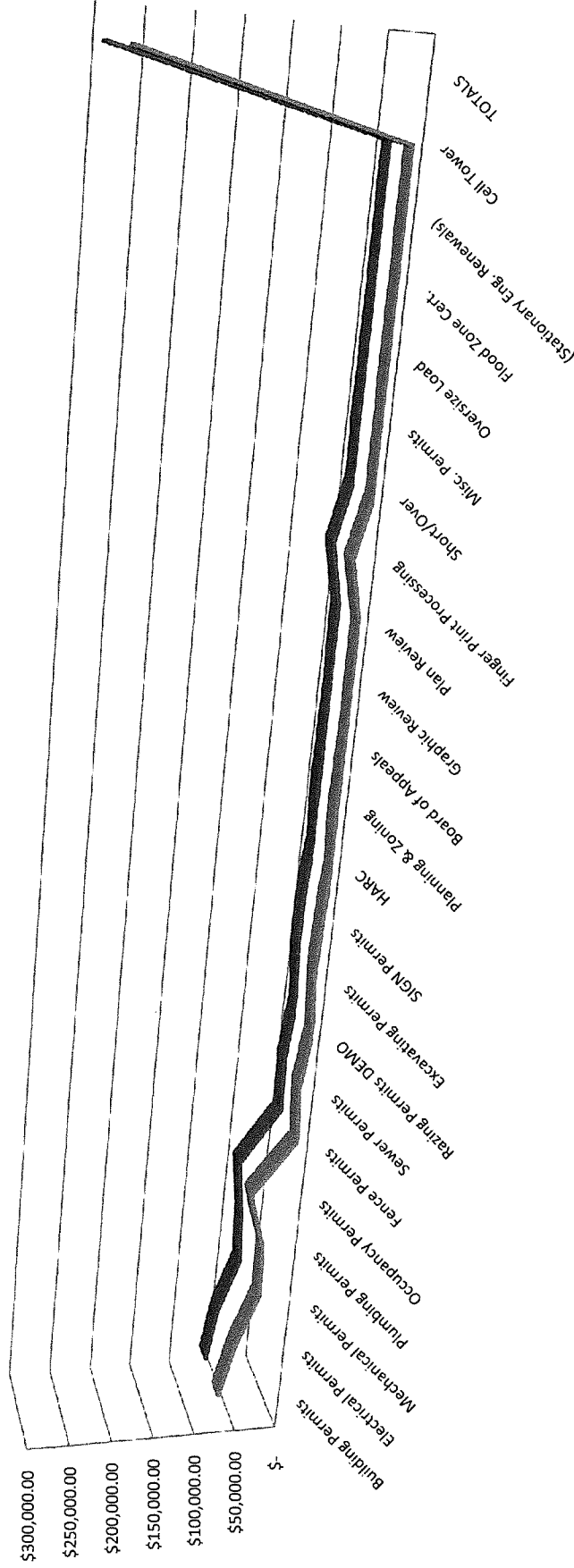
APPROX. CONSTRUCTION VALUE BASED ON

BUILDING PERMITS ISSUED THIS YEAR \$ 18,704,333.60

We Charge a fee for owner occupied, new home sales and temporary utility permits. The number of permits will not reflect the number of trips needed to ensure compliance.

Submitted - January 7, 2019
Sheila Nordstrom, Secretary
Building & Zoning Dept.

Jan-Dec 2017 & 2018



	Building Permits	Electrical Permits	Mechanical Permits	Plumbing Permits	Occupancy Permits	Fence Permits	Sewer Permits	Razing Permits DEMO	Excavating Permits	SIGN Permits	HARC	Planning & Zoning	Board of Appeals	Graphic Review	Plan Review	Finger Print Processing	Short/Over	Misc. Permits	Oversize Load	Flood Zone Cert.	(Stationary Eng. Renewals)	Cell Tower	TOTALS
■ 2017	\$67,998.00	\$53,215.00	\$29,785.00	\$32,486.00	\$52,875.00	\$4,240.00	\$9,100.00	\$60.00	\$5,835.00	\$4,211.00	\$165.57	\$2,824.61	\$645.35	\$130.84	\$850.00	\$15,519.00	\$5.00	\$111.55	\$510.00	\$-	\$260.00	\$-	\$281,639.92
■ 2018	\$66,722.00	\$57,834.00	\$36,130.00	\$40,346.00	\$48,425.00	\$4,360.00	\$6,950.00	\$627.00	\$5,070.00	\$5,299.00	\$-	\$2,461.39	\$895.60	\$574.28	\$1,950.00	\$15,245.00	\$-	\$1,100.00	\$360.00	\$-	\$285.00	\$-	\$294,656.27



City of Granite City

JAN 07 2019

Inspection Department 2000 Edison, Ground Floor Granite City, IL 62040 Phone:(618) 452-6218 Fax:(618) 452-6246

MONTHLY REPORT TO CITY COUNCIL BUILDING & ZONING DEPARTMENT

DECEMBER 2018 REPORT

The Building & Zoning Department no longer issues free permits for charities; tax exempt organizations or governing bodies. The number of permits sold will not necessarily reflect the number of inspections required.

DECEMBER 2018	Permits		
Building Permits	83	\$	3,088.00
Electrical Permits	68	\$	3,900.00
Mechanical Permits	42	\$	2,210.00
Plumbing Permits	49	\$	2,789.00
Occupancy Permits	114	\$	4,200.00
Fence Permits	4	\$	160.00
Sewer	4	\$	300.00
Razing Permits DEMO	1	\$	-
Excavating Permits	0	\$	-
SIGN Permits	4	\$	525.00
HARC	0	\$	-
Planning & Zoning	0	\$	-
Board of Appeals	0	\$	-
Graphic Review	0	\$	-
Plan Review	0	\$	-
Finger Print Processing	17	\$	725.00
Oversize Load	2	\$	60.00
Flood Zone	0	\$	-
Misc.	0	\$	-
(Stationary Eng. Renewals)	2	\$	20.00
TOTALS	390	\$	17,977.00

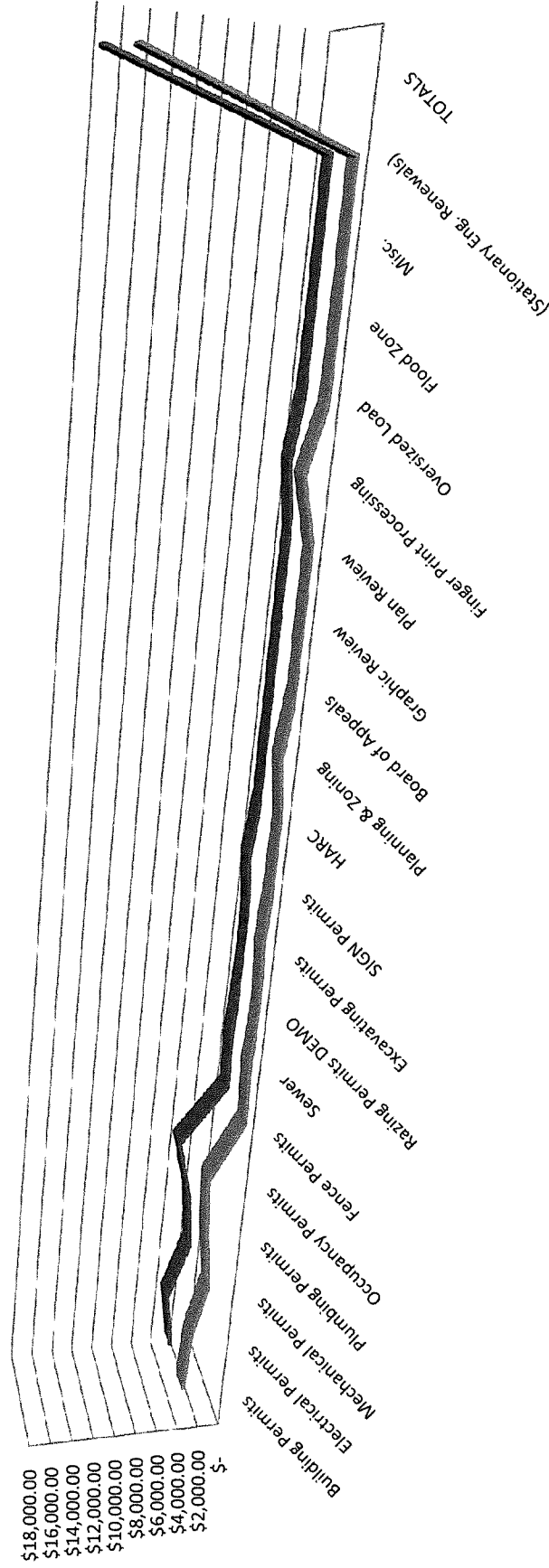
APPROX. CONSTRUCTION VALUE BASED ON

BUILDING PERMITS ISSUED THIS MONTH \$ 213,232.65

We Charge a fee for owner occupied, new home sales and temporary utility permits. The number of permits will not reflect the number of trips needed to ensure compliance.

Submitted - January 7, 2019
Sheila Nordstrom, Secretary
Building & Zoning Dept.

December 2017 & 2018



	Building Permits	Electrical Permits	Mechanical Permits	Plumbing Permits	Occupancy Permits	Fence Permits	Sewer Permits	Razing Permits DEMO	Excavating Permits	SIGN Permits	HARC	Planning & Zoning	Board of Appeals	Graphic Review	Plan Review	Finger Print Processing	Oversized Load	Flood Zone	Misc.	(Stationary Eng. Renewals)	TOTALS
2017	\$3,222.00	\$3,055.00	\$1,840.00	\$2,556.00	\$2,925.00	\$80.00	\$300.00	\$-	\$360.00	\$100.00	\$-	\$666.84	\$-	\$-	\$-	\$1,425.00	\$60.00	\$-	\$-	\$10.00	\$16,598.84
2018	\$3,088.00	\$3,900.00	\$2,210.00	\$2,789.00	\$4,200.00	\$160.00	\$300.00	\$-	\$-	\$525.00	\$-	\$-	\$-	\$-	\$-	\$725.00	\$60.00	\$-	\$-	\$20.00	\$17,977.00

2925 W 20th St

RESOLUTION

A Resolution providing for the demolition or repair of a dangerous and unsafe building described more herein below:

BE IT HEREBY RESOLVED by the City Council of the City of Granite City, Illinois, as follows:

SECTION 1: That the building described herein below, to-wit:
COMMON ADDRESS: 2925 W 20th St

PERMANENT PARCEL NUMBER: 22-2-19-14-20-401-032.001
is dangerous and unsafe and should be demolished or repaired as provided by law.

JAN 08 2019

SECTION 2: The mobile home is vacant and abandoned without utilities. The mobile home has been without utilities or unoccupied for greater than 21 days and by ordinance must be removed from the parcel. The mobile home is decayed from termite damage causing the foundation to fail. The mobile home has broken windows, sagging gutters, decayed fascia boards, boarded up doors and windows. The residence is cluttered with junk, trash, and debris not in proper containers. The presence of rodents or other wild animals in and about the premises.

See attached report(s) (Exhibit "A") and photo(s) (Exhibit "B")
which is/are attached hereto and incorporated herein by reference.

SECTION 3: The building inspector is authorized and directed to demolish said building.

SECTION 4: The Clerk of the City, or any other official of the City designated by the Mayor, is authorized and directed to give written notice as provided by law to the person or persons entitled to receive the same that the City will seek demolition of subject building(s) pursuant to all the rights and duties available to the City under current Illinois Statute designated the powers of a municipality in regard to demolition of buildings, unless the same shall have been demolished within thirty (30) days after issuance of such notice.

PASSED by the City Council of the City of Granite City, Illinois, this _____ day of _____, 20 ____.

APPROVED by the Mayor of the City of Granite City, Illinois, this _____ day of _____, 20 ____.

MAYOR

ATTESTED:

CITY CLERK

(SEAL)

Memo to File

January 2, 2019

RE: 2925 W. 20th Street

Recent inspection of the property located above revealed the following:

1. The mobile home is vacant and abandoned without utilities.
2. The mobile home has been without utilities or unoccupied for greater than 21 days and by ordinance must be removed from the parcel.
3. The mobile home is decayed from termite damage causing the foundation to fail.
4. The mobile home has broken windows, sagging gutters, decayed fascia boards, boarded up doors and windows.
5. The residence is cluttered with junk, trash, and debris not in proper containers.
6. The presence of rodents or other wild animals in and about the premises.

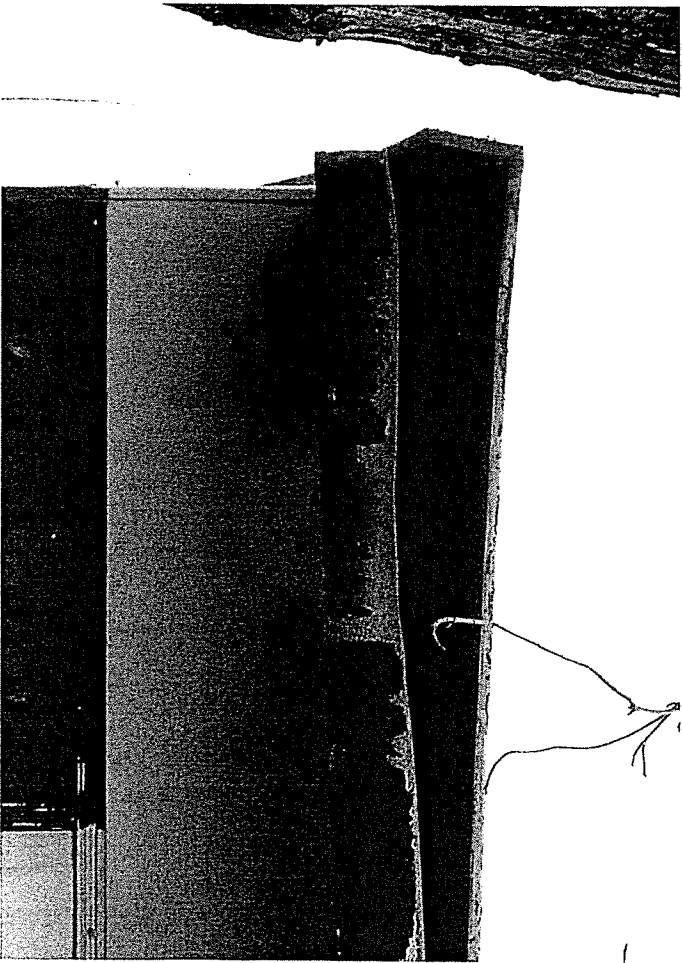
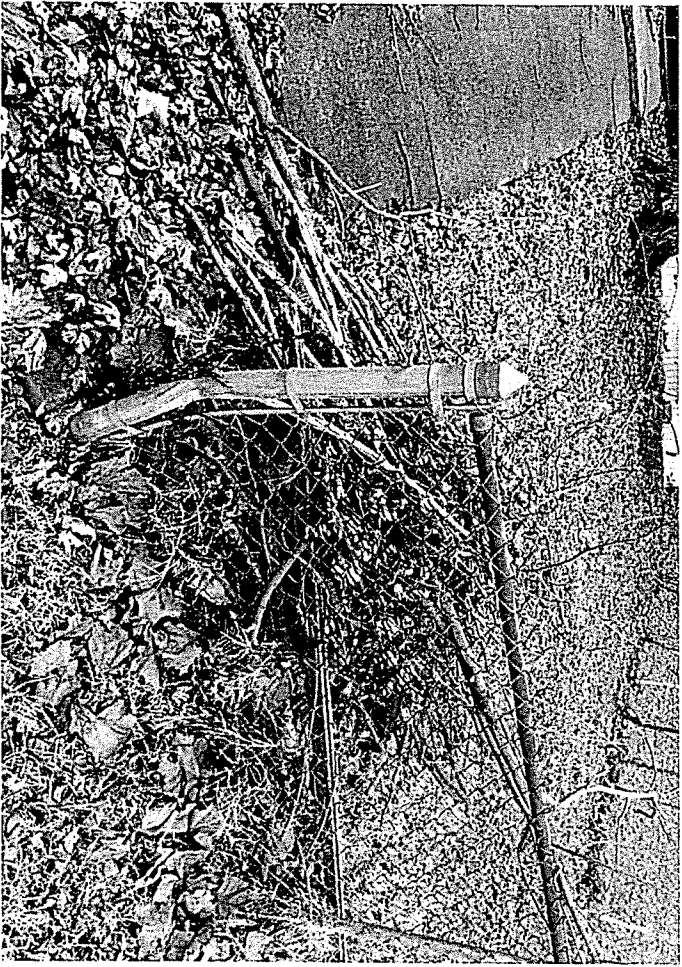
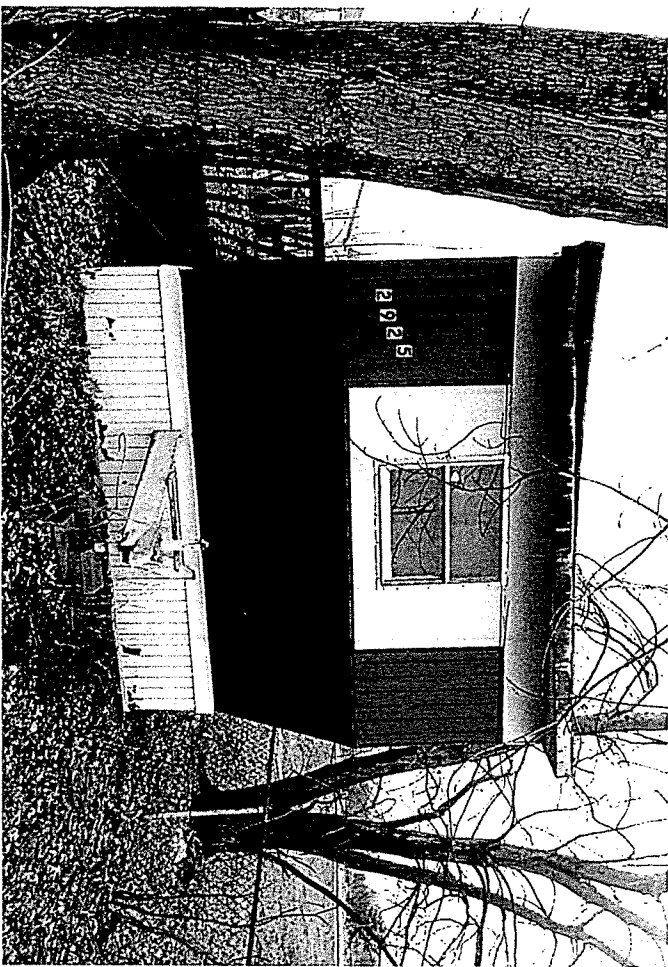
It is the opinion of this office that the building poses a hazard to the community and the cost to bring the property up to code compliance will exceed 51% of the value of the property.

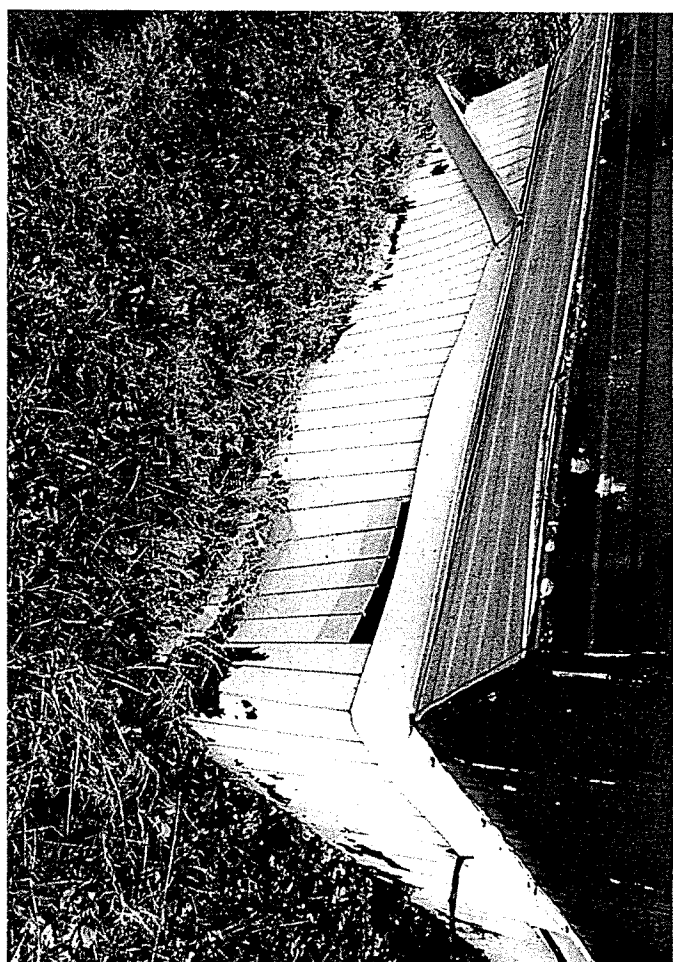
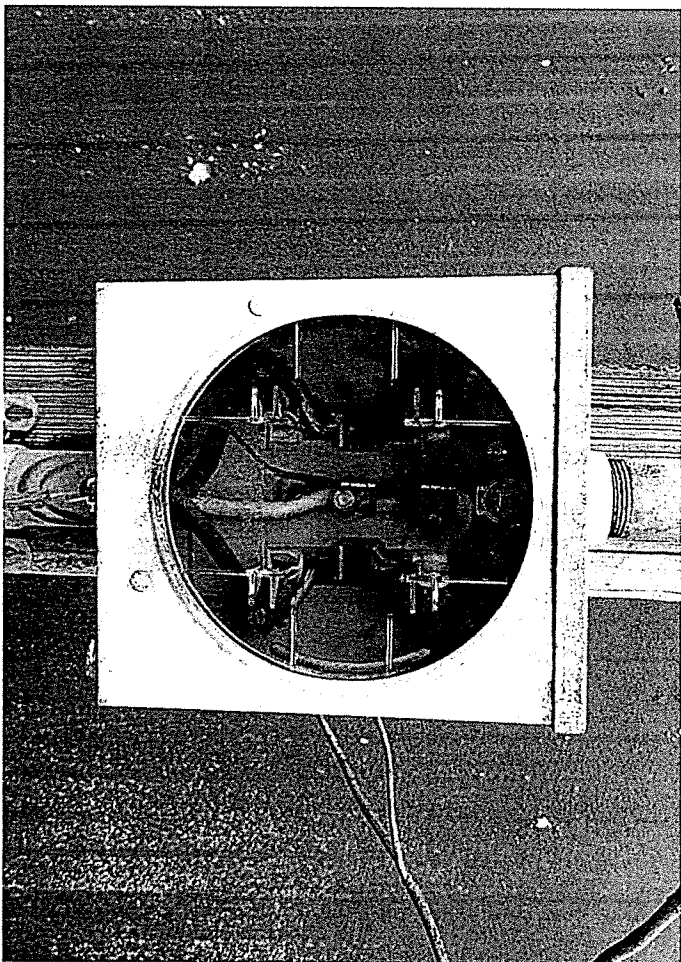
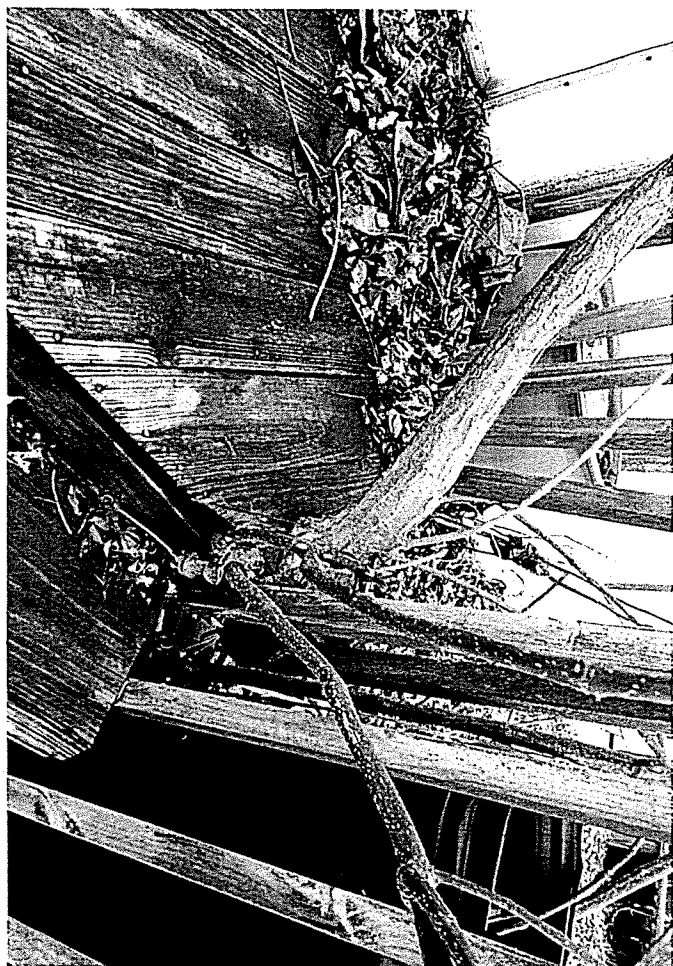
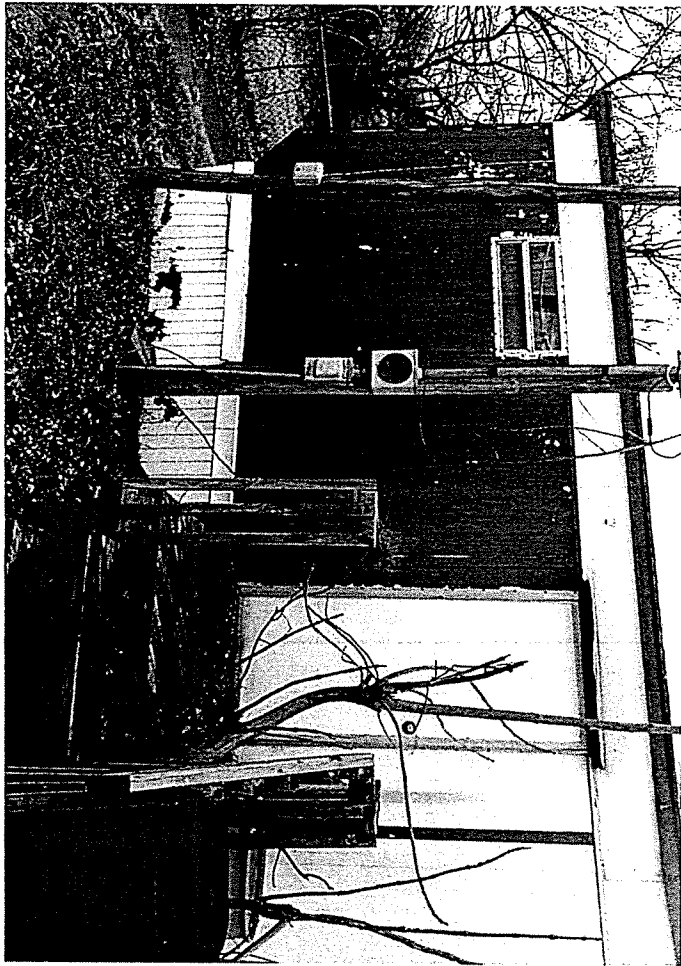
Building and Zoning Administrator

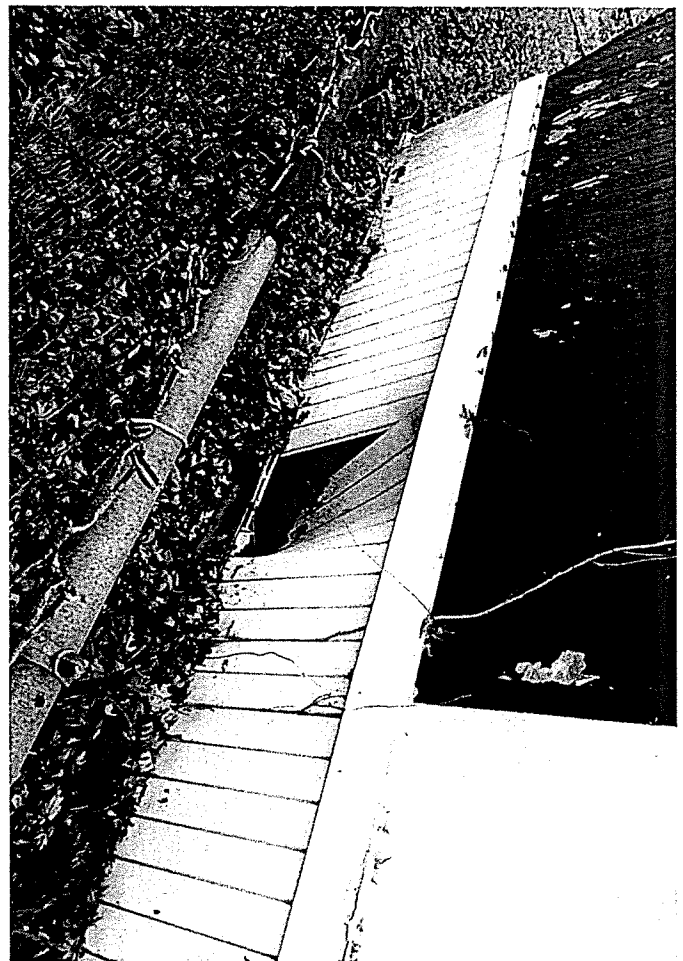
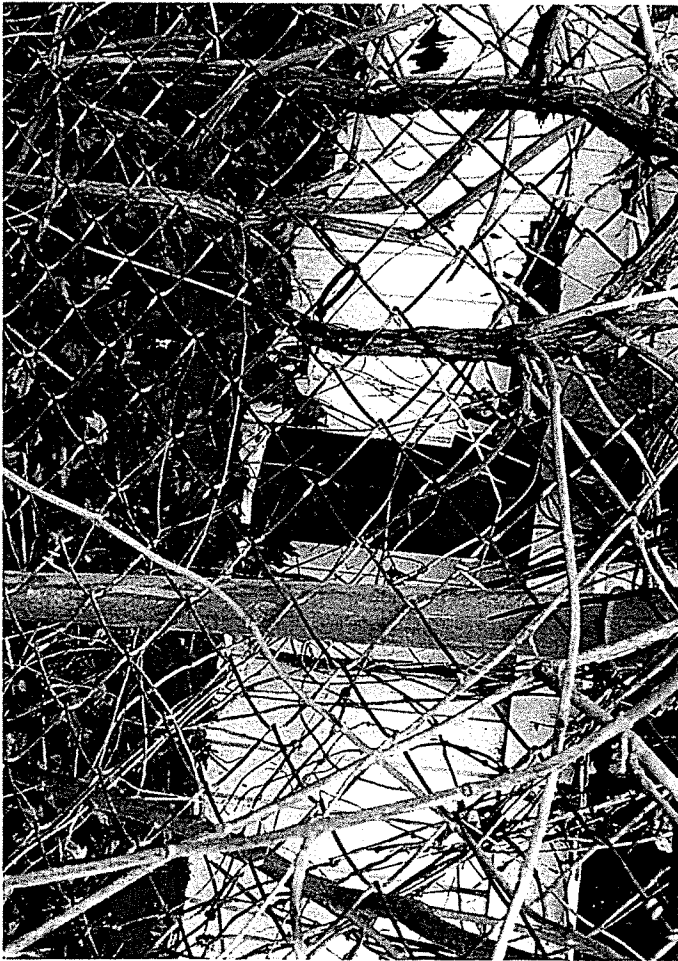
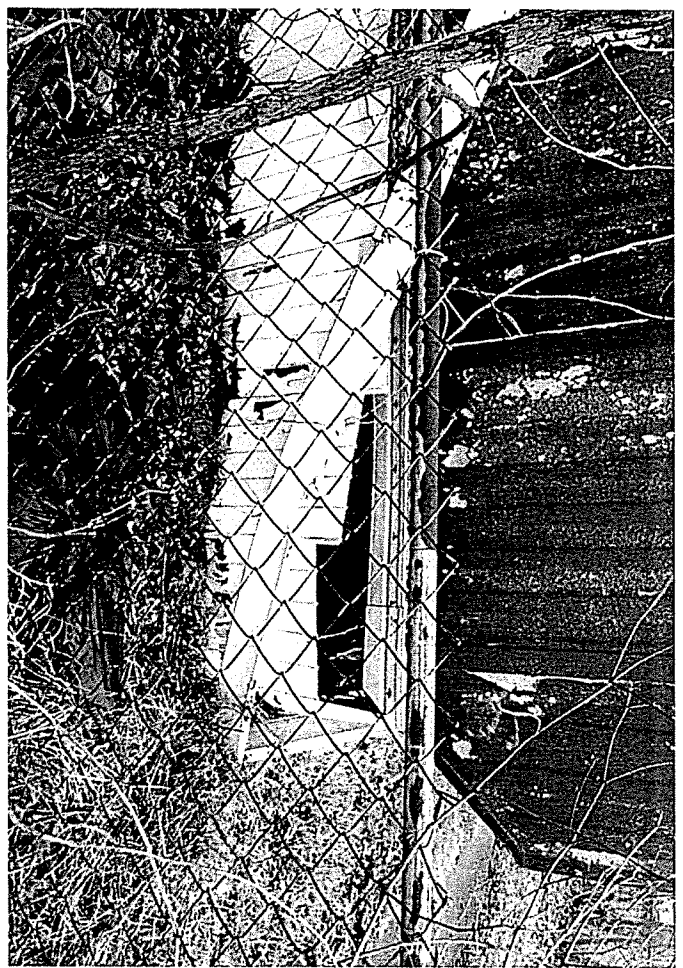
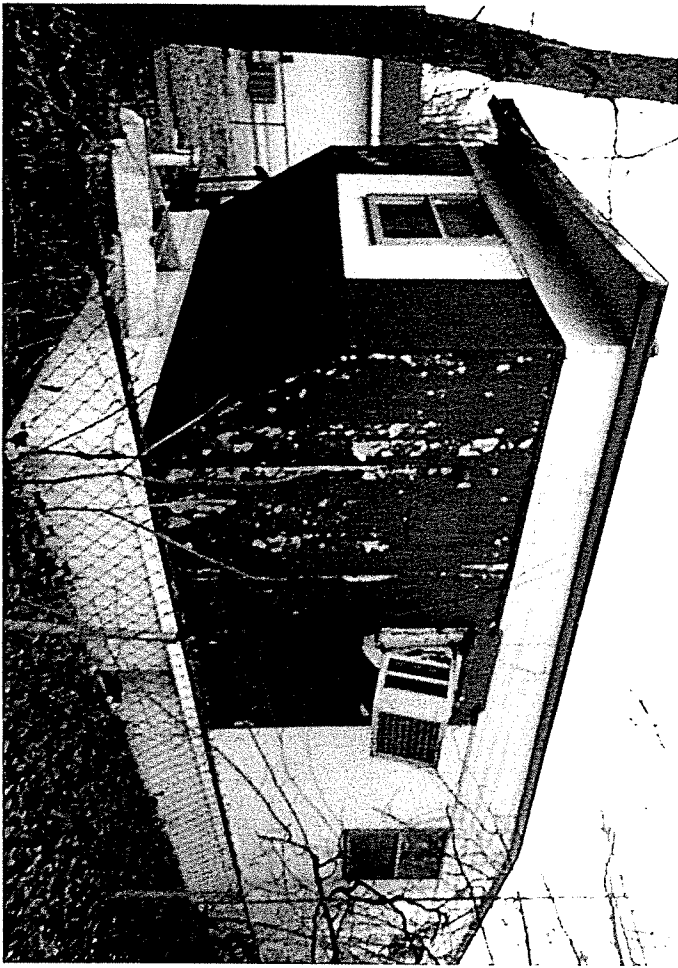


2925 W20th
1-7-19 11:31









**QUALIFICATION OF CANDIDATE ENGINEERING FIRMS-JOHNSON ROAD
AND FEHLING ROAD-PHASE TWO.**

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE AN AMENDMENT TO AGREEMENT FOR
RED LIGHT CAMERA SERVICES IN THE CITY OF GRANITE CITY,
ILLINOIS

WHEREAS, the City of Granite City, Illinois, is a home rule unit pursuant to Article VII, Section 6, of the Illinois State Constitution of 1970; and

WHEREAS, in November 2007, the City of Granite City entered into an Agreement with American Traffic Solutions, Inc. (ATS), to provide the City with red light camera systems at the intersection of 27th Street and Madison Avenue per Ordinance 8024, adopted November 6, 2007; and

WHEREAS, said 2007 Agreement called for payment to ATS of \$4,750 per month, per rear-vision camera; and

WHEREAS, the Granite City City Council hereby finds it is appropriate to amend that Agreement originally from 2007, with the attached Amendment; and

WHEREAS, the Granite City City Council hereby finds the attached Amendment would extend the life of the Agreement for a minimum of five (5) years, beginning February 5, 2019, and provide license plate reader services to the Granite City Police Department, thus benefitting the citizens of Granite City; and

WHEREAS, the Granite City City Council hereby finds the cost of the red light camera and license plate reader services under said Amended Agreement to be fixed at \$4,500 per approach per month, with no rate increases for at least five (5) years; and

WHEREAS, the Granite City City Council hereby finds that, pursuant to 625 ILCS 5/11-208.6(1), the compensation to be paid for this red light camera system is based on the value of the equipment or services provided, and not based on the number of traffic citations issued or the revenue generated by the system.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND DECREED BY THE CITY COUNCIL OF THE CITY OF GRANITE CITY, OF THE COUNTY OF MADISON AND STATE OF ILLINOIS, that the Office of the Mayor with the assistance of the Chief of Police, the Office of the Comptroller, and the Office of the City Attorney, is authorized to execute the attached Amendment to Professional Services Agreement with American Traffic Solutions, d/b/a Verra Mobility Corporation, a Kansas Corporation. The Office of the Mayor is further authorized to execute any and all documents necessary and reasonable to carry out the intent of this Ordinance. This Ordinance shall take effect upon passage, and may be published in pamphlet form by the Office of the City Clerk.

ADOPTED this 2nd of January, 2019.

APPROVED:

Mayor Edward Hagnauer

ATTEST:

City Clerk/91646

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment is dated effective this ___ day of _____, 2019 (the "Effective Date") and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), a corporation duly registered under the laws of the State of Kansas, with its principal place of business at 1150 N. Alma School Road, Mesa, Arizona 85201 and the City of Granite City, Illinois ("City"), a municipal corporation of the State of Illinois.

RECITALS

WHEREAS, on or about December 3, 2007, the City and Verra Mobility entered into a Professional Services Agreement for the provision of Camera Systems and related services for the City's red light safety camera program (the "Agreement");

WHEREAS, section 17 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and Verra Mobility mutually desire to amend and modify certain terms and conditions the fee paid by City to Verra Mobility for the continued use of the Camera Systems and related services and to extend the term of the Agreement as provided for in the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the City and Verra Mobility do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Section 4.b of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of the Agreement shall be for five (5) years beginning February 5, 2019 or for five (5) years from the date of the last Camera System installed during the life of this Agreement, whichever is later. This Agreement will automatically renew for consecutive five (5) year terms, however, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least sixty (60) days prior to the expiration of the then-current term."
3. Schedule 1, Service Fee Schedule is hereby amended to change the Monthly Fee Per Approach to \$4,500 and to delete the reference to a CPI price adjustment as indicated by the following strikethrough:

~~CPI price adjustment to apply to fee, per Agreement~~
4. Section 6 of this Agreement is hereby amended, with strikethroughs indicating deletions and **bold** indicating additions, as follows:

"The City shall pay all fees due Verra Mobility based upon invoices from the ~~preceding~~ **preceding** month within 30 days of the submission. ~~Each anniversary date of the term after the third anniversary, the unit prices will increase by the CPI, according to the average of the U.S. Department of Labor, Consumer Price Indices for the City and the Metro Phoenix MSA.~~
5. **Enhanced Video Services.** For all locations where a Camera System is currently installed Verra Mobility agrees to make available to City such video system enhancements that permit City to perform remote video retrieval and video streaming for the Camera Systems should City provide Verra Mobility with written notice of its desire to implement such enhancements. Verra Mobility agrees to provide said Enhanced Video Services at no cost to the City.
 - a. The Parties agree that the Enhanced Video Services shall be subject to the following provisions:

- i. Historical video is stored at the Camera site up to 30 days, after which time the video is subject to being overwritten.
 - ii. Requested video files pursuant to the Enhanced Video Services will be available for City download within 1 business day of request and will be available for retrieval for up to 30 days.
 - iii. City acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. City agrees that since the requested video file is not required by Verra Mobility to continue to perform the service outlined in this Agreement, the video file and any resulting public records shall be transferred to City prior to the termination of the Agreement and City shall serve as the records custodian for any said public records created. City agrees to assume responsibility to respond to, and if appropriate defend, any requests for data or information obtained through the Enhanced Video Service, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video beyond maintaining public records consistent with the records retention schedule agreed to by the Parties.
 - iv. Video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by City.
 - v. City agrees that if for any reason it is determined that City has improperly used video gathered through any video enhancement described herein, such that City's permits for its red light camera detection system are compromised or revoked, City agrees that it will remain responsible for the monthly service fees set forth in Schedule 1 "Services Fee Schedule" of the Agreement, and such revocation shall not be grounds for terminating City's contractual obligations to Verra Mobility.
 - vi. Streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.
 - vii. City understands they are solely responsible for the proper use of video gathered through any video enhancement.
6. **ALPR Solution.** Verra Mobility, through its subcontractor Cintel, LLC, agrees to provide the City with an ALPR Solution as defined herein. As part of the ALPR Solution, Verra Mobility will provide City one (1) ALPR Camera for each red light Camera System installed in the City. Each ALPR Camera will cover 1 to 2 lanes depending on the angle of the installation or deployment. Prior to the procurement and installation or deployment of ALPR Cameras, City shall execute the End User Licensing Agreement (EULA) with Cintel, LLC, which is attached as Exhibit 1 to this Amendment. The City shall be responsible for any costs related to obtaining required permits, the installation or deployment of the ALPR Cameras, including the costs of power and communication, except when the installation is on an existing Verra Mobility pole currently installed within the City, in which case Verra Mobility shall be responsible for the installation costs and the provision of power.

Upon the termination of the Agreement between Verra Mobility and the City, Verra Mobility and Cintel shall have no further obligations to City regarding the ALPR Solution, and Verra Mobility (or its designated subcontractor) may uninstall and/or retrieve all ALPR Equipment from City. However, City may negotiate directly with Cintel for the continued use of the ALPR Solution and with Verra Mobility for the continued use of any ALPR Equipment (as defined herein) installed on Verra Mobility infrastructure.

a. Services.

The ALPR Solution consists of ALPR surveillance cameras and related processors, communications

devices that transfer the captured and processed data (the "ALPR Data") to a server that is maintained on the City's premises, back-end software ("CLARITY™") that facilitates the retrieval, processing and use of the ALPR Data with other databases maintained or utilized by the City, including ALPR capture data, white-lists, hotlists, data sharing alerts and investigative capability (which, along with the ALPR Data, constitutes "City Data"). As more fully set forth in Subsection b. below, the ALPR Solution includes installation of the camera(s) and processor on infrastructure, power and communication commissioning (as applicable), repair and replacement of equipment (as applicable), technical support, training, and related services.

b. Verra Mobility' Responsibilities.

Verra Mobility has the following responsibilities (some or all of which may be carried out by its subcontractor Cintel):

- i. Provide City with ALPR fixed or mobile surveillance cameras (monitors 1 to 2 lanes depending on angle of installation or deployment) and required processors ("ALPR Camera"), associated ALPR hardware, a server to operate and/or store the ALPR Data on the City's site (if requested by City) and use of CLARITY™ software (herein together the "ALPR Solution"), provided City executes and complies with the End User Licensing Agreement (the "EULA") with Cintel, which shall be incorporated into this Agreement as Exhibit 1. All ALPR hardware shall be referred to collectively as "ALPR Equipment".
- ii. Within 90 days after a permit is obtained, or if no permit is required, within 120 days of the date the City provides Verra Mobility a Notice to Proceed as indicated in Exhibit 2 of this Agreement, provide and, if required, install the ALPR Cameras at locations mutually agreed to by the City and Verra Mobility. Installation may occur on existing permitted Verra Mobility infrastructure in the City, or on non-Verra Mobility infrastructure (provided all required permits are obtained by the City and City pays for construction costs, if applicable). If installation is not performed on existing Verra Mobility infrastructure, City may use preexisting City infrastructure or may contract with Verra Mobility (or its subcontractor) for the construction and installation of new infrastructure. Any new infrastructure constructed on non-Verra Mobility infrastructure shall be at the sole cost, and be the sole property and responsibility, of the City.
- iii. Assist the City with obtaining any permits required for the installation and use of the ALPR Solution.
- iv. For ALPR Cameras installed on existing Verra Mobility infrastructure, Verra Mobility shall use preexisting power sources to operate the ALPR Camera (for ALPR Cameras on all non-Verra Mobility infrastructure, the City shall be responsible for providing power). For all installed ALPR Cameras, Verra Mobility shall provide the communications hardware and communications service (if required), provided that Verra Mobility shall not provide communications services on any non-Verra Mobility Infrastructure to any non-ALPR Equipment (for example, if other City devices that share the infrastructure also require communications services). Verra Mobility shall determine the method of communication services required for the operation of the ALPR Equipment. City shall be responsible for the cost of any new power source or communication services that is required.
- v. Provide training and post-installation support as set forth in Exhibit 3.
- vi. No City Data is or shall be hosted, stored, accessed or available to Verra Mobility (other than with respect to Cintel, who shall have limited access in accordance with the terms of the EULA as may be required for maintenance and upgrades).

- vii. Verra Mobility shall repair and replace all malfunctioning ALPR Equipment, not caused by City, and shall be responsible for Cintel's provision of updates to ALPR software as set forth in the EULA.

c. City's Responsibilities.

City has the following responsibilities:

- i. Provide feedback to Verra Mobility when requested during the first 6 months of the term of this Agreement on the usability and viability of the ALPR Solution provided by Verra Mobility to City and then once per year thereafter, if requested. Such feedback should not include the sharing of any City Data.
- ii. Allow Verra Mobility to (i) use City as a reference for future potential cities considering the ALPR Solution, and (ii) identify City as a current user of the ALPR Solution.
- iii. City expressly acknowledges that Verra Mobility will not have access to any City Data.
- iv. For locations where Verra Mobility infrastructure is not available for installation of the ALPR Camera, the City shall be responsible for providing the trailer, vehicle or pole, power, communication and any other infrastructure necessary for the installation and operation of the ALPR Camera. Verra Mobility or Cintel will install the ALPR Camera once the infrastructure, communication and power is made available by the City.
- v. City shall execute and at all times comply with the EULA.
- vi. City shall be directly responsible for all costs and liabilities associated with construction, installation, and any ongoing repair and maintenance of any non-Verra Mobility infrastructure used for the ALPR Equipment, and the cost of all data hosting, data retrieval or data storage or for any other usage-based or storage based costs other than the cost of the ALPR Solution.
- vii. City is responsible for the repair or replacement costs of any ALPR Equipment which is not the responsibility of Verra Mobility or Cintel, as set forth on Exhibit 3.

d. Ownership of ALPR Results; Use of ALPR Data.

- i. Notwithstanding anything else to the contrary in the Agreement, City agrees it is solely responsible for the housing and security of the City Data, and all such data is the property of the City, and Verra Mobility may not use the data for any purpose without the express written consent of the City and only as permitted by law.
- ii. Nothing in this Subsection d. shall be construed as to replace or conflict with Section 5. "Data Management" of the EULA.

e. Warranty Disclaimer, Indemnification and Liability.

- i. Warranty Disclaimer. The Parties acknowledge that the ALPR Solution and related services are provided by Verra Mobility "AS IS" and without warranty of any kind. Verra Mobility EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE ALPR SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- ii. Indemnification. This Subsection ii. shall only apply to the provision of ALPR Solution

services and does not amend or replace the indemnity clause in Section 11. of the Agreement. Subject to the provisions herein, City hereby agrees to hold harmless, indemnify, and defend Verra Mobility and Cintel and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (individually an "Verra Mobility Party" and "Cintel Party" and collectively, the "Verra Mobility Parties" and "Cintel Parties") to the fullest extent then contemplated by the governing and applicable law, as defined herein, against any and all liabilities, obligations, losses, damages, penalties and judgments including attorneys' fees and related defense costs and expenses, (collectively, "Losses") which may be imposed on or incurred by any Verra Mobility or Cintel Party arising out of or related to: (a) the willful or negligent misconduct of the City, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of Verra Mobility or Cintel; (b) City's misuse of or failure to maintain the security of City Data; (c) City's breach of this Agreement or violation of any laws; (d) City's misuse or misappropriation of Cintel's products or services, (e) any representation by City about the Cintel products or services not authorized by Cintel; (f) any breach of this Agreement by City related to City's receipt and use of the City Data or the EULA.

- iii. Limited Liability. EXCEPT FOR THE LOSSES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, BY REASON OF ANY REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY, CONDITION OR OTHER TERM OR ANY DUTY AT COMMON OR CIVIL LAW, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, LOST PROFITS OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT. VERRA MOBILITY'S ENTIRE LIABILITY TO CITY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED ANY PAYMENT THAT THE CITY MAKES TO VERRA MOBILITY UNDER THIS AGREEMENT, NOT TO EXCEED THE SUM OF TEN THOUSAND DOLLARS.

f. Confidentiality.

- i. Proprietary Information. City acknowledges that, during the term of this Agreement, it may obtain or have access to information relating to the ALPR Solution or Verra Mobility and/or Cintel business ("Proprietary Information"). Such Proprietary Information shall belong solely to Verra Mobility and/or Cintel, and includes, but shall not be limited to the following: the ALPR Solution features, software, and modes of operation, and any trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information and other technical, business, product, marketing and financial information, plans and data.
- ii. Exclusions. Proprietary Information shall exclude any City Data (excluding, for the avoidance of doubt, any licensed software or proprietary components of the ALPR Equipment) and any information that is or becomes part of the public domain through no act or failure to act on the part of the City or which has been independently developed by City (as shown by City's written records) without reference to or use of, in whole or in part, any Proprietary Information. If disclosure of the Proprietary Information is required pursuant to Illinois law, or by any court order or similar order to which City must comply, City shall take precautions to protect the confidentiality of the

Proprietary Information to be disclosed and promptly notify Verra Mobility in time to allow Verra Mobility or Cintel to object to the disclosure and to take additional confidentiality precautions with respect to the Proprietary Information subject to such order. In any dispute between the Parties with respect to the exclusions in this Section, the burden of proof shall be on City and such proof shall be by clear and convincing evidence.

- iii. Restrictions. City shall not use Proprietary Information except as authorized under this Agreement and shall not disclose Proprietary Information, directly or indirectly, to any third party without the express written consent of Verra Mobility and/or Cintel, as applicable. All Proprietary Information shall remain the sole property of Verra Mobility and/or Cintel. Upon request, the City shall promptly return to Verra Mobility all items and material in City's possession or control which contain any Proprietary Information. Any copies of such items or material shall also be returned. City understands and agrees that this Agreement does not protect any information provided to Verra Mobility by City related to the ALPR Solution and Verra Mobility shall be free to use or disclose information provided by City about or related to the ALPR Solutions in the course of their discussions, including any feedback provided to Verra Mobility pursuant to Subsection c.i. of this Amendment. City represents and warrants to Verra Mobility that City's discussions will not breach any third party obligations or restrictions binding on City and City agrees not to disclose or provide to Verra Mobility any third party confidential information.
- iv. Nothing in this Subsection f. shall be construed as to replace or conflict with Section 3. "Confidential Information and Content" of the EULA.

g. Compliance with Laws.

City will comply with all federal, state, and local laws, ordinances, regulations and orders (collectively, "Laws"), including without limitation Criminal Justice Information Services (CJIS) requirements, and any Laws relating to data privacy or the use of ALPR with respect to its access to and use of the ALPR Solution, and data captured and produced by the ALPR Solution.

2. **Notices.** Section 21. "Notices" of the Agreement is hereby deleted in its entirety and replaced as follows:

"18. Notices.

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below, and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to City, to: City of Granite City.
 2000 Edison Avenue
 Granite City, IL 62040
 Attn: Mayor

If to Contractor, to: American Traffic Solutions, Inc.
 1150 N. Alma School Road
 Mesa, AZ 85201
 Attn: Legal Department

7. **Use of Certain Non-personal Data.** Notwithstanding any provision in the Agreement to the contrary, Verra Mobility retains the right to use all meta-data, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility through the use of its systems.
8. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
9. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
10. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
11. Each party represents and warrants that the representative signing this Amendment on its behalf has all rights and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

GRANITE CITY, ILLINOIS

By:

Mayor

Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Elizabeth Caracciolo
Executive Vice President/GM
Government Solutions

Date

EXHIBIT 1
CLARITY SOFTWARE END USER LICENSE AGREEMENT

EXHIBIT 1
CLARITY SOFTWARE END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("EULA") is made on the date _____ ("Effective Date") by and between Cintel, LLC ("Company"), with offices located at 420 Dividend Drive, Suite B, Peachtree City, GA and the City of Granite City, Illinois ("Customer"), a municipal corporation of the State of Illinois.

WHEREAS, Cintel is a premier license plate recognition ("LPR") technology solutions provider and offers LPR hardware and commercial LPR software products and services; and

WHEREAS, Customer entered into an Agreement for Automated License Plate Recognition Solution Services with American Traffic Solutions, Inc., dba Verra Mobility ("Verra Mobility") on or around the date of _____ (the "Agreement"), pursuant to which Cintel is an authorized subcontractor of Verra Mobility to provide certain services described therein; and

WHEREAS, in connection with the Agreement, Customer desires to use certain Cintel developed or distributed software as defined herein; and

WHEREAS, Company desires to grant Customer a limited, non-exclusive, non-transferable license to use such software under the terms of the Agreement and this EULA.

NOW THEREFORE, in consideration of the covenants by and between the parties hereto, the parties, intending to be bound, hereby agree as follows:

1. DEFINITIONS:

"Content" means: (i) information obtained or developed by Company related to the Service and provided to Customer, including all Products specified and agreed upon pursuant to this EULA; (ii) the Documentation, as defined within this EULA; and (iii) Updates. Content does not include the video footage captured by LPR cameras or the license plate data recovered therefrom.

"Customer Data" means any data, information or material provided or submitted by Customer or Users to the Service in the course of using the Service.

"Documentation" means, collectively, technical information and materials, in written or electronics form, delivered with the Service by Company to Customer and that are intended for Use in connection with the Service.

"Delivered" or "Delivery" shall mean the software and service as transmitted by Company to Customer electronically and in accordance with security measures agreed upon by both parties as described in the Specifications.

"Content" means: i) information obtained or developed by Company related to the Service and provided to Customer, including all products specified and agreed upon pursuant to this EULA; (ii) the Documentation, as defined within this EULA; and (iii) Updates.

"Products" shall mean any Software, code, data, graphics or other materials or resources transmitted to Customer in order to provide any of the Services under this EULA.

"Services" shall mean the provision of Software, Updates, Documentation and Products provided by Company to Customer under this EULA and in accordance with the requirements of the Agreement.

"Software" shall mean the Cintel software to be provided by Company (as a subcontractor to Verra Mobility) to Customer under the Agreement.

"Source Code" shall mean the readable forms together with make and build files.

"Updates" means all upgrades, modified versions, updates, additions to the products and Service, whether provided to the Customer by Company through maintenance and support services or otherwise at any time.

"Use" means to directly or indirectly load, execute access, employ, utilize, store, or display the Service.

"User(s)" means Customer employees who are authorized to Use the Service and have been supplied user identifications and passwords by Customer (or by Company at Customer's request).

2. TERMS AND CONDITIONS.

2.1 Term. Customer agrees to a contractual term of service ("Term") in accordance with the Agreement between Verra Mobility and the Customer. The term of this contract will run concurrently with the term (including any renewal terms) set forth in the Agreement. In the event Customer desires, and the Customer agrees, for the Company to continue providing Services following the expiration of the Term, as provided for in Section 4.b of the Agreement, the parties shall enter into a new EULA.

2.2 Limited Use of License. Subject to the terms and conditions of this EULA, Company hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Software (including the right to download, install and access the Software), solely for Customer's internal business purposes, subject to the terms and conditions of this EULA and the Agreement. All rights not expressly granted to Customer are reserved by Company and its licensors. Under this EULA, Customer shall not be granted any rights or license to the Software beyond that which is specifically and expressly provided for herein. Customer acknowledges that it is granted access to the Software only through the Agreement and this EULA. Customer further acknowledges that at no time shall it be entitled to download, distribute, install, transfer, reverse engineer, redistribute, or otherwise manipulate the Software in any form or manner not explicitly authorized or covered by this EULA. At no time will Customer hold title to or ownership of any of product, service, documentation, data (excluding Customer Data) or the Products, Software, Services, Documentation, or Source Code provided to Customer pursuant to this EULA.

2.3 Acknowledgement. Customer acknowledges that the Service and Software, including its structure, organization and Source Code, constitute valuable trade secrets of Company and/or its licensor(s). Accordingly, Customer agrees, subject to and so long as not contrary to Client duties and obligations under public record laws:

- (a) Not to modify, adapt, alter, translate, or create derivative works from the Software or Service (except as expressly permitted by the Documentation);
- (b) Other than as specified herein, neither the Software nor any tools licensed with or included in the Service may be copied, in whole or in part, without the express written consent of Company.
- (c) Not to merge the Software with other services or software; or sublicense, lease, rent, loan, or otherwise transfer the Software or the Service to any third party;
- (d) To not reverse engineer, decompile, disassemble, decode, decompose or otherwise attempt to derive the Source Code for the Software or any other Company program, code, or technology installed or Delivered to Customer;
- (e) Not to provide services to third parties using the Software or Service (e.g. business process outsourcing, Service Bureau applications or third party training) or otherwise Use or copy the Service for third parties;
- (f) To notify Company immediately of any unauthorized Use of any password or account or any other known or suspected breach of security or unauthorized use of the Software or Services;
- (g) To report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is not expressly authorized by Company and that is known or suspected by Customer or Customer's Users;

- (h) To not remove, alter, or obscure any proprietary notices (including copyright notices) of Company and/or its licensors incorporated into or with the Service; and
- (i) Not provide false identity information to gain access to or Use the Service.

2.4 Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Services to any third party in any way; or (ii) "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iii) reverse engineer or access the Service in order to:

- (a) build a competitive product or service;
- (b) build a product using similar ideas, features, functions or graphics of the Service; or
- (c) copy any ideas, features, functions or graphics of the Service.

Customer understands that this EULA and access to the Service immediately terminates and ends when one of the following events takes place:

- (i) Customer or its payee (Verra Mobility) fails to make a subscription payment;
- (ii) Customer's Use of the Service violates Section 2.2;
- (iii) Customer's material breach of this Agreement;
- (iv) Customer's violation, or threatened, or apparent/intended, violation of law; or
- (v) This EULA terminates pursuant to Section 6.

2.5 Software/Service Customization. Customer acknowledges that Products and Services are provided "as is" and "as delivered" and cannot be construed as being able to be customized or modified in any way. Customer assumes all responsibility to review all features included prior to signing this EULA.

2.6 Software/Service Support. All support for the Products and Services shall be provided pursuant to the terms of the Agreement.

The Customer will provide Company with access to the its database or server (including backup databases) on which the Software is utilized for service support from time to time in accordance with any applicable laws or compliance standards, or as may be necessary for Company to provide service or maintenance to any Company provided hardware to the extent required by the Agreement.

3. CONFIDENTIAL INFORMATION AND CONTENT

3.1 Confidential Information. During the term of this EULA, each party (the "**Receiving Party**") may be provided with or otherwise learn confidential and/or proprietary information of the other party (the "**Disclosing Party**") that is of substantial value to the Disclosing Party, which is identified as confidential at the time of disclosure or which ought in good faith to be considered confidential ("**Confidential Information**"). This information shall include, but is not limited to Product and Services information, materials, software, code, or any other materials transmitted to Customer under this EULA. All Confidential Information remains the property of the Disclosing Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees and contractors who need to know the Confidential Information for purposes permitted under this EULA and who are bound by written confidentiality agreements with terms at least as restrictive as those provided in this EULA. The Receiving Party will not use the Confidential Information without the Disclosing Party's prior written consent except in performance under the Agreement and this EULA. The Receiving Party will take measures to maintain the confidentiality of the Confidential Information similar to those measures the Receiving Party uses to maintain the confidentiality of its own confidential information of like importance but in no event less than reasonable measures. The Receiving Party will give immediate notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure. The confidentiality obligations do not extend to Confidential Information which (a) becomes publicly available without the fault of the Receiving Party; (b) is rightfully obtained by the Receiving Party from a third party with the right to transfer such information without obligation of confidentiality; (c) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (d) was lawfully in the possession of the Receiving Party at the time of disclosure, without restriction on disclosure; or (e) is not exempt from public record laws. The obligations set forth in this

Confidential Information section will be effective from the Effective Date until 3 years from the termination or expiration of this EULA.

3.2 Customer Content. Company does not exercise any control whatsoever regarding the Customer Data, which passes through or utilizes the Company's Software, hardware, network, email or web site.

4. WARRANTIES AND DISCLAIMERS

4.1 Company Representations. Company represents and warrants that:

(a) it has title to the Service or has acquired the right to license portions of the Service from third parties and Company has full power and authority to grant to Customer the rights granted hereunder;

(b) it has not placed, nor is Company aware of, any disabling code or any viruses in the Service which would alter, destroy, or inhibit the Service, or its Use by Customer.

(c) to its knowledge, the Service does not infringe upon any US copyright, registered patent, trademark, software mark or trade name owned by a US third party;

(d) Company personnel will exercise due care in the provision of the Services; and

(e) neither this EULA nor the performance of or exercise of rights under this EULA will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the effective date) to which Company is a party or by which it may be bound, or constitute a default thereunder.

4.2 Customer Representations. Customer represents, warrants and covenants to Company as follows:

(a) Customer exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this EULA or would interfere with its use of the Customer Data provided under this EULA;

(b) Customer owns (or has the legal right to obtain and use) or has properly licensed all rights in the Customer Data at all times during the Term;

(c) the Customer Data is not, nor will be, in violation of any laws or third party intellectual property rights;

(d) Customer's Use of the Service does and will comply with all applicable laws, including applicable privacy laws; and

(e) neither this EULA nor the performance of or exercise of rights under this EULA will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the effective date) to which Customer is a party or by which it may be bound, or constitute a default thereunder.

4.3 THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY COMPANY WITH RESPECT TO THE SERVICE AND ANY PART THEREOF. COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

4.4 The representations and warranties set forth in the EULA hereto shall not apply: (i) if the Service is not used in accordance with the Documentation or the Agreement; or (ii) if Customer or a third party acting on

behalf of Customer is granted administrative access to the Service; or (iii) if Customer's internal system does not employ industry standard latency levels; or (iv) to the extent that a defect is caused by or is contributed to by Customer or a Customer third party; or (v) if the defect is caused by a third party database or other third party software malfunction.

4.5 The parties expressly acknowledge that there are no intended or incidental third party beneficiaries to this EULA other than Verra Mobility.

5. DATA MANAGEMENT

5.1 Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service (specifically excluding all Customer Data) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service provided to Company. This EULA is not a sale and does not convey to Customer any rights of ownership in or related to the Service or the intellectual property rights owned by Company. The Company name, logo, and product names associated with the Service are trademarks of Company or third parties, and no right or license is granted to use them.

5.2 Company, in its sole discretion, reserves the right to supply new application Source Code for the Service and all copies thereof in Customer's possession or control whenever a future Update provides for like functionality in an object code format.

5.3 Customer Data Backups. For purposes of a local onsite server database solution, the Customer is responsible for maintaining a backup of Customer Data, and for all security requirements related to the storing, accessing and use of the Customer Data. For purposes of an offsite, cloud-based or hosted database solution, the Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the use of the Service may be interrupted. Unless otherwise agreed between the parties in writing, Company shall maintain daily backups of all Customer Data that can be recovered within twenty- four (24) hours. Additionally, Company shall use commercially reasonable efforts to maintain the security of Customer Data.

5.4 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data ("Data Breach"), Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; and (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) perform or take any other actions reasonably required to comply with applicable law as a result of the occurrence; (d), indemnify, defend, and hold harmless Customer for any and all losses which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence of a Data Breach that is caused directly and exclusively by Company; (e) use commercially reasonable efforts to be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (f) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Company will undertake to prevent a future occurrence.

5.5 Access, Use, & Legal Compulsion. Unless it receives Customer's prior written consent, Company: (i) will not access or use Customer Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Customer Data. Notwithstanding the foregoing, and only to the extent Company has custody or control of any Customer Data, Company may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Company will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

The Customer will be responsible for compliance with all applicable local, state, and federal laws governing the security, management, retention, access & control of Customer Data.

5.6 Customer's Rights. Customer possesses and retains all right, title, and interest in and to Customer Data, and Company's access thereto is solely as Customer's agent and is expressly limited as set forth herein.

5.7 Retention, Deletion, & Request for Data. Customer is responsible to make internal backups of all data used by or hosted on any software/service-based server. Upon termination of this EULA, Customer is responsible for retaining all Customer Data and shall permanently remove all such Customer Data from any Company provided hardware or servers that are required to be returned to the Company at the termination of the Agreement.

6. TERMINATION

6.1 This EULA shall terminate on the earlier of:

- (a) the expiration of the Term as defined in Section 2.1;
- (b) upon the mutual agreement of the parties; or
- (c) upon written notice by either party, if the other party materially breaches any term of this EULA and fails to cure such breach within thirty (30) days after receipt by the breaching party of written notice from the non-breaching party describing such breach.

6.2 Upon termination or expiration of this EULA, (a) all use, rights and licenses granted to Customer hereunder will immediately cease and forever terminate; and (b) each party will promptly return the other party's Confidential Information.

6.4 Except as specifically provided herein or in the Agreement, if either party is entitled under local law or otherwise for any special payment or termination indemnity as a consequence of termination or expiration of this EULA, such party hereby waives and disclaims to the fullest extent permitted by law, any right to such payment or indemnity.

7. LIABILITY

7.1 Liability. Except as set forth in the Agreement and for the indemnification obligations set forth in this EULA, and/or actions involving or related to either party's gross negligence, neither party shall be liable to the other for any incidental, consequential, special, or punitive damages or lost or imputed profits or royalties arising out of this EULA or its termination, whether for breach of warranty or any obligation arising there from or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability) and irrespective of whether a party has advised or has been advised of the possibility of any such loss or damage. Each party hereby waives any claims that these exclusions deprive it of an adequate remedy.

7.2 Indemnification. Customer agrees to hold harmless, indemnify and defend Company, to the fullest extent then contemplated by the governing and applicable law for any administrative, legal or quasi-judicial action, threatened or realized ("action"), including, but not limited to allegations, claims, judgments, awards, costs, expenses, damages and liabilities of whatsoever kind and nature, including attorneys' fees and related defense costs and expenses, which may be asserted, granted, or imposed against Company directly or indirectly arising from or in connection with Customer's misuse or misappropriation of Company's Products or Services or unauthorized representation of the Products or Service or any breach of this EULA by Customer related to Customer's receipt and use of the Software.

7.3 COMPANY'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS EULA, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED TEN THOUSAND DOLLARS PER ALPR CAMERA SYSTEM PROVIDED BY CINTEL OR ITS PARTNER VERRA MOBILITY TO CUSTOMER.

7.4 Company will not be responsible under this EULA for: (i) any alteration of the Service made by Customer to fit a particular requirement of Customer not intended by Company; or (ii) the correction of any defects resulting from Customer modifications; or (iii) the results of misuse of the Service by Customer or its affiliates; or (iv) preparation or conversion of data into the form required for Use with the Service. COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SERVICE, CUSTOMER'S USE OF THE SERVICE IN VIOLATION OF APPLICABLE LAW, AND/OR ANY THIRD-PARTY SERVICE LICENSED HEREUNDER.

8. GENERAL PROVISIONS:

8.1 Notices. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the respective party at the address appearing in the introductory paragraph of this EULA. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed communicated as of the third day following deposit in the United States mail.

8.2 Entire Agreement. This EULA, inclusive of the Agreement to which this is expressly incorporated therein by reference, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Any modification of this EULA will be effective only if such modification is in writing signed by the party against whom enforcement of such modification is sought.

8.3 Severability. If any provision of this EULA is invalid, illegal or unenforceable under any applicable statute or applicable law, it is to that extent to be deemed omitted. The remainder of the EULA shall be valid and enforceable to the maximum extent possible.

8.4 Dispute Resolution. All disputes arising out of or in connection with the EULA shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

(a) Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties or upon a showing of substantial need by the party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award

(i) damages inconsistent with the Agreement or

(ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining

such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this EULA.

(b) Company hereby waives any right to mediation and arbitration, in disputes where a third party files a law suit against Customer, its employees, officers, or agents.

8.5 Governing Law. The laws of the State of Illinois shall govern all questions relative to the interpretation, construction, and enforcement of this EULA, without giving effect to the principles of conflict of laws thereof. The parties agree that to the extent that any legal proceeding is to be instituted under this EULA, other than as provided for in Section 8.4, such legal proceeding shall be instituted in the state or federal courts in Cook County, IL.

8.6 Assignment. This EULA shall not be assignable or transferable by Customer without the prior written consent of Company. Company reserves the right to assign this EULA to a successor or affiliate in its sole discretion. The rights and obligations of Company under this EULA shall inure to the benefit of and shall be binding upon the successors and assigns of Company.

8.7 Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, terrorism, epidemics, failure of suppliers to perform, governmental regulations, power failure, earthquake, or other disasters. If the anticipated or actual delay or non-performance exceeds thirty (30) calendar days, the other party may immediately terminate the EULA by giving notice of termination and such termination will be in addition to the other rights and remedies of the terminating party under the EULA, at law or in equity.

8.8 Waiver. The waiver by either party of a breach of any provisions of this EULA by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

8.9 Compliance with Laws. By accessing the Service, Customer confirms that this EULA and the performance of any rights and obligations hereof:

(a) are not restricted by or contrary to any law or regulation applicable to the Customer;

(b) do not require registration or approval under the applicable laws governing Customer; and

(c) will not require termination payments or compulsory licensing under the applicable laws of Customer.

8.10 Counterparts. This EULA may be executed in counterparts, each of which may be original or electronic and shall together constitute one and the same binding instrument.

9. All parties represent and warrant that, on the date first written above, they are authorized to enter into this EULA in its entirety and duly bind their respective principals by their signatures below.

EXECUTED as of the Effective Date:

CINTEL, LLC

GRANITE CITY, IL

By: _____

By: _____

Name: Alan J. Farash

Name: _____

Title: Chief Executive Officer

Title: _____

EXHIBIT 2
FORM OF NOTICE TO PROCEED

Reference is made to the Agreement for Automated License Plate Recognition Solution Services by and between American Traffic Solutions, Inc. ("Verra Mobility") and the City of Granite City, Illinois ("City"), dated as of _____ (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

City hereby designates the procurement and deployment or installation of ALPR cameras at the following designated locations.

Execution of this Notice to Proceed by City shall serve as authorization for the procurement and deployment or installation of the ALPR cameras for all designated locations as follows:

- 1) _____
- 2) _____

City understands that implementation and installation of any location is subject to a feasibility of installation analysis, and if necessary, engineering results conducted by Verra Mobility and/or its subcontractor Cintel.

IN WITNESS WHEREOF, City has executed this Notice to Proceed as of the date written below.

CITY OF GRANITE CITY, ILLINOIS

By:

Name: Date

Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Elizabeth Caracciolo Date
Executive Vice President/GM
Government Solutions

EXHIBIT 3

ALPR SOLUTION SCOPE OF SERVICES

Requirement	Response
Email Support Response	24 hours (within technical telephone help desk operating periods)
Technical Telephone Help Desk	08.00 – 16.30 Monday through Friday Note: Eastern Standard Time
Response to reported faults (Performance of remote diagnostic tests and determination of remedy)	24 hours (within technical telephone help desk operating periods)
Installation Completion	If permit is required, 90 days from time of permit issuance If permit is not required, as mutually agreed

Verra Mobility (or its designated subcontractor) shall repair or replace all ALPR Equipment (including components), which may be done with replacement parts, unless such damaged component has been the subject of (a) improper handling or installation and repairs made by unauthorized persons, including the City; (b) misuse, neglect, accident on behalf of the City (or persons acting on its behalf other than a party authorized by Verra Mobility or Cintel); or (c) the City's violation of any term of this Agreement or the EULA.

Repair and replacement of poles and infrastructure shall be the responsibility of Verra Mobility for Verra Mobility owned infrastructure, and the City for all non Verra Mobility-owned infrastructure.

ORDINANCE NO.

A SECOND ORDINANCE TO AMEND ORDINANCE 8717 TO DECLARE
SIX POLICE VEHICLES AS SURPLUS AND DISPOSE OF THEM AS SCRAP

WHEREAS, the City of Granite City is a home rule unit pursuant to Article VII, Section 6, of the Illinois State Constitution of 1970; and

WHEREAS, 65 ILCS 5/11-76-4 allows municipalities by Ordinance to sell, transfer, or dispose of, surplus personal property; and

WHEREAS, the Granite City Police Department is in possession of six used motor vehicles, in very bad condition, identified in detail on the attached exhibit A; and

WHEREAS, the Granite City City Council found in Ordinance 8717, on November 6, 2018 none of said six motor vehicles are necessary or useful for the operations of the City of Granite City: and

WHEREAS, all six vehicles are not marketable as motor vehicles, due to their poor condition; and

WHEREAS, Ordinance 8717 needs to be amended to change one digit in the VIN and correctly identify the Ford Crown Victoria to be disposed of as scrap, as a 2008 Ford Crown Victoria, VIN: 2FAFP71V58X179664.

NOW, THEREFORE, be it hereby Ordained and Decreed by the City Council of the City of Granite City, in the County of Madison and State of Illinois, as follows.

1. The six used motor vehicles identified on the attached exhibit A, are hereby declared to be surplus property.
2. The Granite City City Council further finds keeping said six motor vehicles is not necessary, useful, cost-effective, or for the best interests of, the City of Granite City, because all six motor vehicles are in very poor condition.

3. The Office of the Mayor, with the assistance of the Office of the Police Chief, is hereby authorized to dispose of said six used motor vehicles as scrap. The Office of the Mayor and the Police Chief are authorized to take all reasonable and lawful steps and to execute any documents necessary to complete the intent of this Ordinance declaring surplus. This Ordinance shall take effect upon passage and may be published in pamphlet form by the Office of the City Clerk.

ADOPTED by the Granite City City Council this 15th day of January, 2019, by a vote of _____ to _____.

APPROVED: _____
Mayor Edward Hagnauer

ATTEST: _____
City Clerk Judy Whitaker

1995 Ford Taurus	Vin. 1FALP52U8SA266312	Color Green
1997 Mercury Cougar	Vin. 1MELM62W2VH624833	Color Red
1990 Toyota Truck	Vin. JT4RN01P6L7029793	Color Purple
1998 Ford Mustang	Vin. 1FAFP42X2WF203832	Color Black/White (Marked police car)
2008 Ford Crown Victoria	Vin. 2FAFP71V58X179664	Color Black/White (Marked police car)
2008 Ford Crown Victoria	Vin. 2FAFP71V98X135151	Color Black/White (Marked police car)

91721

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AN ORDINANCE 8282, CONCERNING REFUND OF
ADMINISTRATIVE FEES FOR IMPOUNDED VEHICLES.

Whereas, the City of Granite City is a home rule unit pursuant to Article 7, Section 6, of the Illinois State Constitution of 1970;

Whereas, the City of Granite City is authorized to recover the expenditure of resources involving and related directly and indirectly to the towing and impoundment of private motor vehicles, where there are concerns about the condition of the driver or because of the nature of certain pending criminal charges;

Whereas, the City is authorized to recover the expenditure of resources related directly and indirectly to the process associated with the private motor vehicles that have been towed and/or impounded, including but not limited to police department personnel time and administrative and processing costs associated with the investigation, arrest, and detention of an offender, and the removal of a vehicle or evidence within a vehicle;

Whereas, the Granite City City Council hereby finds that in certain circumstances it is appropriate and just to refund administrative fees charged when motor vehicles are impounded, and therefore it is appropriate to clarify sec. 10.50.090 of the Granite City Municipal Code.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND DECREED BY THE CITY COUNCIL OF THE CITY OF GRANITE CITY, IN THE COUNTY OF MADISON AND IN THE STATE OF ILLINOIS, AS FOLLOWS:

1. Sec 10.50.090 of the Granite City Municipal code is hereby amended to read as follows:

10.50.090 Refund of Administrative Fee

In the event of a dismissal, nolle prosequi, or judgment of not guilty is entered by a court of competent jurisdiction on all underlying charges that could have resulted in the impoundment of a motor vehicle, then within 30 days of presentation of reliable documentation of said dismissal, nolle prosequi, or judgment to the City Police Department, any administrative fees or posted bond obtained by the City under this Ordinance shall be refunded to the paying party. The administrative fee shall further be waived by the City of Granite City upon verifiable proof that the vehicle was stolen at the time the vehicle was impounded.

2. This Ordinance shall take effect upon passage, and may be published in pamphlet form by the Office of the City Clerk. Ordinance 8282 is hereby amended in sec. 10.50.090

Adopted this 15th Day of January, 2019

Approved by: Mayor Edward Hagnauer

Attested to: City Clerk Judy Whitaker

91719

Granite City Fire Department

Departmental Activity Report

Current Period: 12/01/2018 to 12/31/2018, Prior Period: 11/01/2018 to 11/30/2018

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

JAN 04 2019

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Dispatch/Remote Station Incidents*				
EMS Incidents	0	00:00	0	00:00
NFIRS Incidents	0	00:00	0	00:00
	0	00:00	0	00:00
Fire Alarm Situations				
Chemical release, reaction, or toxic	1	01:30	2	02:37
Combustible/flammable spills & leaks	0	00:00	2	05:25
Dispatched and cancelled en route	14	03:08	12	46:38
Electrical wiring/equipment problem	4	06:57	4	10:03
Emergency medical service (EMS) Incident	0	00:00	1	00:32
EMS call where party has been transported	1	00:45	0	00:00
Extrication, rescue	0	00:00	1	00:45
False alarm and false call, Other	9	09:07	6	06:39
Fire, Other	3	07:25	3	25:42
Good intent call, Other	8	05:11	9	10:00
Medical assist	114	171:09	108	154:15
Mobile property (vehicle) fire	0	00:00	2	05:30
Natural vegetation fire	2	01:28	0	00:00
Outside rubbish fire	2	01:00	2	02:26
Public service assistance	0	00:00	1	02:00
Rescue or EMS standby	1	15:37	0	00:00
Rescue, emergency medical call (EMS),	1	00:30	1	01:12
Service call, Other	2	01:56	2	02:27
Smoke, odor problem	2	01:10	3	04:46
Special type of incident, other	0	00:00	1	01:07
Structure Fire	2	34:52	7	173:29
System or detector malfunction	2	04:39	4	09:41
Unauthorized burning	1	00:20	3	02:17
Unintentional system/detector operation	2	04:31	1	00:24
Wrong location, no emergency found	1	00:32	1	00:31
	172	271:55	176	468:34
Hydrant Activities				
Flow Tests	0	00:00	0	00:00
Inspections	0	00:00	0	00:00

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

Granite City Fire Department

Departmental Activity Report

Current Period: 12/01/2018 to 12/31/2018, Prior Period: 11/01/2018 to 11/30/2018

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Hydrant Activities				
	0	00:00	0	00:00
Inspection Violations Corrected				
ELECTRICAL SYSTEMS REQUIRE CONDUIT	1		0	
FLAMMABLE LIQUID FOR SALE DISPLAYED IN	1		0	
ILLUMINATION EMERGENCY LIGHTS	1		1	
UNAPPROVED: COVERS, JUNCTION BOXES, OPEN	1		0	
WORKING SPACE AND CLEARANCE	1		0	
	5		1	
Inspection Violations Discovered				
ACCESSIBLE STOCK ROOM	0		1	
ADDRESS NUMBERS - VISIBLE FROM STREET	1		0	
COOKING GREASE FIRES CLASS K EXT REQUIRED	0		1	
ELECTRICAL BREAKERS:	2		2	
EMERGENCY EXITS NOT LOCKED OR ENCUMBERED	0		1	
EXIT DOOR SWING - DIRECTION	1		0	
EXIT SIGN ILLUMINATION	5		7	
EXT REQUIRED WITHIN 30FT OF COMMERCIAL	0		1	
FD CONNECTIONS LABELED AND OPERATIONAL	0		1	
GENERAL MEANS OF EGRESS CLEAR, FREE & SAFE	1		0	
GENERAL REQUIREMENTS - FIRE EXTINGUISHERS	9		13	
ILLUMINATION EMERGENCY LIGHTS	6		18	
INTEGRITY OF CEILINGS MAINTAINED	1		6	
MINIMUM NUMBER OF EXITS	1		1	
UNAPPROVED: COVERS, JUNCTION BOXES, OPEN	3		0	
WORKING SPACE AND CLEARANCE	2		0	
	32		52	
Non-Incident Activities				
Building Maintenance	47	55:00	0	00:00
CHANGE OVER EQUIPMENT FROM APP., OUT OR IN	0	00:00	4	02:00
Community Relations - Fire & Life Safety	2	00:20	7	08:30
Daily Captain's Roll Call	259	54:28	285	149:37
Daily Vehicle Check	316	251:16	322	233:34

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Granite City Fire Department

Departmental Activity Report

Current Period: 12/01/2018 to 12/31/2018, Prior Period: 11/01/2018 to 11/30/2018

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Non-Incident Activities				
GROUND MAINTAINENCE	38	72:15	8	15:00
INSPECTION ACTIVITIES	10	12:00	8	18:00
Monday truck check	21	25:45	19	25:25
Rope MA System Pre-rig	1	00:30	0	00:00
STAFF CAR MONDAY CHECK	6	06:00	3	01:15
Thursday Breathing Air Compressor Run	1	25:15	0	00:00
Training Activity	2	01:00	2	02:00
TRUCK CHANGEOVER, EQUIPMENT CHANGE	0	00:00	4	03:19
Tuesday Apparatus Cleaning (Per SOG 14.3)	5	02:00	4	01:00
	708	505:49	666	459:41
Occupancy Inspections/Activities				
INSPECTION - General	80	01:00	78	00:00
RE-INSPECTION	1	00:00	2	00:00
	81	01:00	80	00:00
Testing/Maintenance of Equipment				
Add Antifreeze	0	00:00	1	00:00
DEF ADDED	0	00:00	1	00:00
diesel exhaust fluid system repair	0	00:00	1	00:00
	0	00:00	3	00:00
Training				
AERIAL TRAINING	4	04:00	0	00:00
APPARATUS TRAINING	8	08:00	8	08:00
AUTO EXTRICATION	0	00:00	23	27:00
CHAIN SAW	0	00:00	4	02:00
Electrical Safety	4	04:00	4	04:00
EMS PROTOCOL &TEXT	0	00:00	12	04:00
Fire Inspections	9	31:00	0	00:00
forcible entry	0	00:00	4	04:00
HARRASMENT IN THE WORKPLACE	4	04:00	17	07:00
LADDERS	0	00:00	4	04:00
LifePak 15	11	11:00	0	00:00
PHYSICAL TRAINING	13	09:30	6	03:54

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Granite City Fire Department

Departmental Activity Report

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00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Training				
PUMP OPERATION	7	07:00	3	03:00
Rope Operations	6	06:00	0	00:00
ROPES & KNOTS	2	02:30	0	00:00
STANDARD OPERATING GUIDELINES	0	00:00	8	05:00
	<u>68</u>	<u>87:00</u>	<u>93</u>	<u>71:54</u>

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

Granite City Fire Department

2300 Madison Ave., Granite City, IL 62040

Administered Meds Count

From: 1/1/2019

Mutual Aid Assignments Provided	1
Abbott Ambulance	1

Mutual Aid Assignments Received	1
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Total EMS Assignments Provided

4440-02	2	0.5 %
4443-01	199	47.6 %
4447-03	21	5.0 %
4449-04	196	46.9 %

No Patient At Scene Assignments

Call Volume Day of Week Analysis

Monday	74	17.7 %
Tuesday	49	11.7 %
Wednesday	46	11.0 %
Thursday	54	12.9 %
Friday	59	14.1 %
Saturday	56	13.4 %
Sunday	80	19.1 %

Call Volume by Hour Analysis

0	14	3.3 %
1	13	3.1 %
2	11	2.6 %
3	11	2.6 %
4	15	3.6 %
5	9	2.2 %
6	8	1.9 %
7	16	3.8 %
8	22	5.3 %
9	16	3.8 %
10	28	6.7 %
11	15	3.6 %
12	29	6.9 %
13	16	3.8 %
14	29	6.9 %
15	22	5.3 %
16	23	5.5 %
17	25	6.0 %
18	17	4.1 %
19	20	4.8 %
20	13	3.1 %
21	21	5.0 %
22	14	3.3 %
23	11	2.6 %

Miles to Scene Analysis

.1 - 5	1	100.0 %
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EMS Assignments Transport Type Analysis

D.O.A.	6	1.5 %
Patient Refused Care	81	20.6 %
Treat/Transfer Care	1	0.3 %
Treat/Transport	305	77.6 %

Destination Analysis

*No Transport	87	22.1 %
*Residence	6	1.5 %
Anderson Hospital Maryville	14	3.6 %
St. Anthony's Hospital Alton	1	0.3 %
*Gateway Regional Medical Center	228	58.0 %
St. John's Mercy Medical Center	3	0.8 %
Christian Hospital Northeast	3	0.8 %
Missouri Baptist Medical Center	1	0.3 %
John Cochran VA- St. Louis	1	0.3 %
St. Louis University Hospital - Main	10	2.5 %
Barnes-Jewish West County Hospital	1	0.3 %
SSM Cardinal Glennon Children's Hospital	5	1.3 %
St. Louis Children's Hospital	5	1.3 %
Barnes-Jewish Hospital - South	15	3.8 %
*Granite Nursing & Rehab	5	1.3 %
The Fountains	1	0.3 %
*Stearns Nursing & Rehab	5	1.3 %
Fountainview Memory Center	2	0.5 %

Destination Analysis (Trauma)

*No Transport	8	13.8 %
*Residence	1	1.7 %
Anderson Hospital Maryville	2	3.4 %
*Gateway Regional Medical Center	37	63.8 %
St. John's Mercy Medical Center	3	5.2 %
John Cochran VA- St. Louis	1	1.7 %
St. Louis University Hospital - Main	3	5.2 %
Barnes-Jewish Hospital - South	2	3.4 %
Fountainview Memory Center	1	1.7 %

Destination Determination Analysis

Closest Facility (None Below)	160	40.7 %
Not Applicable	87	22.1 %
Patient / Family Choice	115	29.3 %
Patient physician choice	28	7.1 %
Medical Control	3	0.8 %

Insurance Providers Analysis

MEDICAID ILLINOIS PENDING	1	0.3 %
Advantra Coventry	3	0.8 %
Advantra Gold Advantage	1	0.3 %
Advantra Medicare HMO	1	0.3 %
Aetna	2	0.5 %
Aetna medicare PPO	3	0.8 %
Anthem Blue Cross	4	1.0 %
BCBS	3	0.8 %

Self Pay	86	21.9 %
Selfpay	1	0.3 %
Uhc mcr	1	0.3 %
UHC secure horizen	1	0.3 %
UHC secure Horizons	1	0.3 %
United Healthcare	1	0.3 %
United Healthcare 87726	1	0.3 %
United Healthcare Choice	5	1.3 %
United Healthcare Select	1	0.3 %
Wellcare	3	0.8 %
Wellcare Medicare	1	0.3 %
Wellcare Medicare HMO	2	0.5 %
Worker's Compensation	1	0.3 %

Dispatch Complaint Assignments Analysis

Abdominal Pain	8	1.9 %
Allergies/Hives/Med reaction	2	0.5 %
Animal bite	2	0.5 %
Assault	2	0.5 %
Assist invalid	44	10.5 %
Back pain (non traumatic)	4	1.0 %
Breathing problems	48	11.5 %
Burn/Explosions	3	0.7 %
Cardiac/Respiratory arrest	12	2.9 %
Chest pain	22	5.3 %
Choking	2	0.5 %
Convulsions/Seizure	12	2.9 %
Diabetic problems	5	1.2 %
Eye problems/Injuries	1	0.2 %
Falls/Back injury (traumatic)	28	6.7 %
Headache	1	0.2 %
Heart Problems	3	0.7 %
Heat/Cold exposure	1	0.2 %
Hemorrhage/Laceration	2	0.5 %
Industrial/Machinery accident	1	0.2 %
Nature unknown	15	3.6 %
Overdose/Ingestion/Poisoning	15	3.6 %
Pregnancy/Childbirth/Miscarriage	2	0.5 %
Psych/Suicide	10	2.4 %
Sick case	68	16.3 %
Stab/Gunshot wound	1	0.2 %
Stroke(CVA)	5	1.2 %
Traffic accident	19	4.5 %
Transfer/Interfacility/Palliative Care	40	9.6 %
Traumatic injuries	11	2.6 %
Unconscious/Fainting	13	3.1 %
Unknown Problem Man Down	16	3.8 %

Total Number Of Patients

Patient Age Analysis

18-35	49	12.5 %
36-65	161	41.0 %
65+	170	43.3 %

COLON CA	1	0.2 %
Concussion	1	0.2 %
Concussions	1	0.2 %
COPD	47	7.4 %
Coronary artery spasms	1	0.2 %
CVA	8	1.3 %
Deaf	1	0.2 %
Degenerative nueropathy	1	0.2 %
Dementia	14	2.2 %
Depression	17	2.7 %
Diabetes	2	0.3 %
Diabetes type 1	26	4.1 %
Diabetes type 2	30	4.7 %
Dialysis / Renal Failure	4	0.6 %
Drug abuse	8	1.3 %
Ear Infection	2	0.3 %
Eczema	1	0.2 %
Emphysema	2	0.3 %
Esrd	1	0.2 %
Factor 5 clotting	1	0.2 %
Gall stones	1	0.2 %
GERD	1	0.2 %
Gout	3	0.5 %
Hepatitis C	2	0.3 %
High Cholesterol	3	0.5 %
HIV	2	0.3 %
Htn	34	5.3 %
Hydrocephalus	1	0.2 %
Hypercholesterolemia	3	0.5 %
Hyperlipidema	1	0.2 %
Hypertension	52	8.2 %
Hypoglycemia	1	0.2 %
Hypotension	1	0.2 %
Hypothyroidism	1	0.2 %
Hysterectomy	1	0.2 %
jaundice	1	0.2 %
Kidney disease	2	0.3 %
Kidney failure	4	0.6 %
Left lung mass	1	0.2 %
Liver Cancer	1	0.2 %
Liver disease	3	0.5 %
Liver failure	1	0.2 %
Lymph edema	1	0.2 %
Mastectomy	1	0.2 %
MI	19	3.0 %
Mitral valve prolapse	1	0.2 %
Morbid obesity	1	0.2 %
MRSA	1	0.2 %
MS	2	0.3 %
Myasthenia Gravis	1	0.2 %
Nerve damage	1	0.2 %
Neuro / Seizure	1	0.2 %
Neuropathy	5	0.8 %
NONE	15	2.4 %
Obesity	1	0.2 %

Patient Primary Trauma Cause Assessment Analysis

Bites	3	4.3 %
Blunt/Thrown Object	1	1.4 %
Excessive Heat	1	1.4 %
Falls	30	42.9 %
Firearm Assault	1	1.4 %
Motor Vehicle Crash	11	15.7 %
Motorcycle Accident	2	2.9 %
Non-Motorized Vehicle Accident	1	1.4 %
Other	11	15.7 %
Pedestrian vs MV	1	1.4 %
Stabbing/Cutting Accidental	1	1.4 %
Unknown	7	10.0 %

Procedures Administered Analysis

12 Lead ECG-Transmitted	3	0.1 %
Airway position - head-tilt chin-lift	1	0.0 %
Airway position - jaw-thrust	1	0.0 %
Airway-CPAP	6	0.3 %
Airway-King LT Blind Insertion Airway Device	2	0.1 %
Airway-Nebulizer Treatment	6	0.3 %
Airway-Orotracheal Intubation	1	0.0 %
Assessment-Adult	370	17.8 %
Assessment-Pediatric	10	0.5 %
Bandage - sterile	8	0.4 %
Blood Glucose Analysis	394	19.0 %
Capnography (CO2 indicator)	7	0.3 %
Capnography (ETCO2 Monitor)	11	0.5 %
Cervical collar application	19	0.9 %
Chest decompression - needle	2	0.1 %
Cleansed wound	2	0.1 %
Clothing removed	1	0.0 %
Cold pack application	5	0.2 %
Contact Medical Control	5	0.2 %
CPR	20	1.0 %
CPR-Start Rescue Breathing without Compressions	1	0.0 %
CPR-Stop	1	0.0 %
Defibrillation-Placement for Monitoring/Analysis	3	0.1 %
ECG - 12 lead	119	5.7 %
ECG - 4 lead	169	8.1 %
Endotracheal intubation	5	0.2 %
Intraosseous insertion	5	0.2 %
Intravenous established	154	7.4 %
Intravenous maintained	2	0.1 %
Intravenous Unsuccessful I	68	3.3 %
Irrigation with normal saline	3	0.1 %
LUCAS Chest Compression SystemI	6	0.3 %
Moved by long spine board	5	0.2 %
Moved by manual lift/carry	96	4.6 %
Moved by rescue seat	1	0.0 %
Moved by stairchair	33	1.6 %
Nasopharyngeal airway insertion	2	0.1 %
Oropharyngeal airway insertion	1	0.0 %
Pain Measurement	2	0.1 %
Patient Cooling (Cold Pack, etc.)	1	0.0 %

Patient Care Reports:

.....

Illness Related:

Trauma Related:

RESOLUTION NO: _____

A resolution authorizing the Mayor and City Treasurer of the City of Granite City, Illinois to enter into a Contract with the Madison County Illinois Tax Agent a/k/a Madison County, As Trustee for the Purchase of Real Estate located at 1947 Delmar Avenue, Granite City, Illinois (PIN 22-2-19-24-08-203-023) for the amount of \$784.00.

WHEREAS, the City of Granite City is desirous of purchasing the real estate at 1947 Delmar Ave, Granite City, Illinois (PIN 22-2-19-24-08-203-023) from the Madison County, Illinois Tax Agent (a/k/a Madison County, As Trustee) for the sum of \$784.00, and

WHEREAS, the Madison County Illinois Tax Liquidation Program has made such property available for purchase by the City of Granite City, Illinois

NOW THEREFORE be it resolved by the Mayor and City Council of Granite City that the Mayor and Treasurer of the City of Granite City, Illinois be authorized to enter into a signed contract described in the attachment hereto for the purchase of 1947 Delmar Ave, Granite City, Illinois (PIN 22-2-19-24-08-203-023) for the purchase price of \$784.00.

Passed and approved by the City Council of the City of Granite City, Illinois this ____ day of _____, 2019

Mayor

Attest: _____
City Clerk

MADISON COUNTY TAX AGENT

TELEPHONE (618) 656-5744	141 ST. ANDREWS AVENUE
TOLL FREE (800) 248-2850	P.O. BOX 96
FACSIMILE (618) 656-5094	EDWARDSVILLE, ILLINOIS 62025

December 19, 2018

City of Granite City
2000 Edison Ave
Granite City, IL 62040

Transaction Number: 1218901
Parcel Number: 22-2-19-24-08-203-023.

Dear Mr. Filcoff,

Enclosed is a purchase contract to enable the City of Granite City to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return **the signed contract** along with a check in the amount of \$784.00 payable to the Madison County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$34.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,



Bill Krieger



PURCHASE CONTRACT

SELLER: Madison County, As Trustee

PURCHASER: City of Granite City

SUBJECT PROPERTY: 22-2-19-24-08-203-023.

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$784.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2019.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2018.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
City of Granite City
2000 Edison Ave
Granite City, IL 62040



City of Granite City

Granite City, Illinois 62040

Ed Hagnauer
Mayor

Judy J. Whitaker
City Clerk

Gail Valle
Treasurer

TREASURER'S REPORT - DECEMBER 2018

	BEGINNING BALANCE	REVENUE	EXPENDITURES	ENDING BALANCE
GENERAL FUND				
10 -1-11100 CASH REGULAR	\$ 4,808,197.08	\$ 2,320,746.64	\$ (2,563,838.95)	\$ 4,565,104.77
10 -1-11250 PENSION BOND FD	<u>\$ 19,853,771.66</u>	-	-	<u>\$ 19,853,771.66</u>
FUND 10 TOTAL	\$ 23,615,479.69	\$ 2,320,746.64	\$ (2,563,838.95)	\$ 23,372,387.38
GRANITE CITY CINEMA				
15 -1-11100	\$ 44,732.21	\$ 38,557.25	\$ (58,838.04)	\$ 24,451.42
DRUG TRAFFIC PREVENTION FUND				
25 -1-11100 CASH REGULAR	\$ 102,956.29	\$ 3,832.19	\$ (1,505.00)	\$ 105,283.48
25 -1-11150 FEDERAL DRUG FUN	<u>\$ 372,689.47</u>	<u>\$ 522.32</u>	<u>\$ (2,889.57)</u>	<u>\$ 370,322.22</u>
FUND 25 TOTAL	\$ 475,645.76	\$ 4,354.51	\$ (4,394.57)	\$ 475,605.70
MOTOR FUEL TAX				
30 -1-11100 CASH REGULAR	\$ 1,166,527.22	\$ 67,328.18	\$ (233,451.98)	\$ 1,000,403.42
HEALTH FUND				
40 -1-11100 CASH REGULAR	\$ 880,381.33	\$ -	\$ -	\$ 880,381.33
BELLMORE VILLAGE				
64 -1-11100 CASH REGULAR	\$ 10,527.49	\$ 4,556.62	\$ (3,796.86)	\$ 11,287.25
DOWNTOWN TIF				
65 -1-11100 CASH REGULAR	\$ 397,235.60	\$ 385,984.85	\$ (2,804.87)	\$ 780,415.58
65 -1-11120 BOND FUND	-	-	-	-
65 -1-11130 UMB RESERVE	-	-	-	-
65 -1-11135 UMB SPEC TAX ALL	\$ 1,394,751.33	-	-	\$ 1,394,751.33
65 -1-11140 UMB P&I	\$ -	-	-	\$ -
65 -1-11500 2012 BOND PROCEE	\$ 4,276,433.69	-	-	\$ 4,276,433.69
65 -1-11510 2012 BOND RESERV	\$ 982,000.00	-	-	\$ 982,000.00
65 -1-11550 2012 BOND EXPENS	\$ 14,133.41	-	-	\$ 14,133.41
65 -1-11556 2012 BOND P&I	<u>\$ 72,224.52</u>	-	-	<u>\$ 72,224.52</u>
FUND 65 TOTAL	\$ 7,136,778.55	\$ 385,984.85	\$ (2,804.87)	\$ 7,519,958.53

ROUTE 3 TIF'S

66 -1-11100	CASH REGULAR	\$	777,769.15	\$	41,094.27	\$	-	\$	818,863.42
66 -1-11110	UMB BANK-SPEC AL	\$	432,834.86		-		-	\$	432,834.86
66 -1-11115	UMB BANK - 2009C	\$	458,679.34		-		-	\$	458,679.34
66 -1-11116	UMB BANK - RESER	\$	287,000.00		-		-	\$	287,000.00
66 -1-11117	UMB BANK - P&I 2	\$	7,323.32		-		-	\$	7,323.32
66 -1-11118	UMB-SPECIAL ALLO		-		-		-		-
66 -1-11120	UMB BANK RESERVE		-		-		-		-
66 -1-11121	UMB BANK P&I	\$	1.00		-		-	\$	1.00
66 -1-11122	UMB BOND GENERAL	\$	7,073.51		-		-	\$	7,073.51
	FUND 66 TOTAL	\$	1,970,681.18	\$	41,094.27	\$	-	\$	2,011,775.45

TIF NAMEOKI COMMONS

67 -1-11100	CASH REGULAR	\$	18,341.20	\$	8,971.15	\$	(8,971.15)	\$	18,341.20
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TIF PORT DISTRICT

68 -1-11100	CASH REGULAR	\$	141,433.45	\$	9,236.61	\$	(4,260.11)	\$	146,409.95
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RTE 203 TIF

69 -1-11100	CASH REGULAR	\$	1,646,456.04	\$	1,378,637.88	\$	-	\$	3,025,093.92
69 -1-11105	CASH UMB	\$	-	\$	-	\$	-	\$	-
69 -1-11106	CASH UMB P&I	\$	2.00	\$	-	\$	-	\$	2.00
69 -1-11107	CASH UMB RESERV	\$	-	\$	-	\$	-	\$	-
	FUND 69 TOTAL	\$	1,646,458.04	\$	1,378,637.88	\$	-	\$	3,025,095.92

SEWAGE TREATMENT PLANT

70 -1-11100	CASH REGULAR	\$	2,917,780.98	\$	168,085.34	\$	(568,945.81)	\$	2,516,920.51
70 -1-11125	CONSTRUCTION FUN	\$	-	\$	-	\$	-	\$	-
70 -1-11130	BOND RESERVE ACC	\$	375,842.81	\$	-	\$	-	\$	375,842.81
	FUND 70 TOTAL	\$	3,293,623.79	\$	168,085.34	\$	(568,945.81)	\$	2,892,763.32

SEWER SYSTEM FUND 71

71 -1-11100	CASH REGULAR	\$	1,015,212.08	\$	237,849.62	\$	(439,179.74)	\$	813,881.96
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Respectfully Submitted:



Gail Valle, City Treasurer

**PAYROLL
ENDING
1-15-2019**